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COPY

JOURNAL of the PROCEEDINGS of the CITY COUNCIL of the CITY of CHICAGO, ILLINOIS

Regular Meeting--Wednesday, November 30, 1994

at 10:00 A. M.

(Council Chambers--City Hall--Chicago, Illinois)

OFFICIAL RECORD.

RICHARD M. DALEY
Mayor

ERNEST R. WISH
City Clerk

Attendance At Meeting.

Present -- The Honorable Richard M. Daley, Mayor, and Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone.

Absent -- Aldermen O'Connor, Hansen, Shiller.

Call To Order.

On Wednesday, November 30, 1994 at 10:00 A.M., The Honorable Richard M. Daley, Mayor, called the City Council to order. The Clerk called the roll of members and it was found that there were present at that time: Aldermen Mazola, Haithcock, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Stone -- 42.

Quorum present.

Invocation.

Sister Anne Mayer from Saint Benedict Church opened the meeting with prayer.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Referred -- AUTHORIZATION FOR ISSUANCE OF CITY OF CHICAGO GENERAL OBLIGATION TENDER NOTES, SERIES 1995A AND B AND CITY OF CHICAGO GENERAL OBLIGATION EQUIPMENT NOTES, SERIES 1995.

The Honorable Richard M. Daley, Mayor, presented the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 30, 1994.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the City Comptroller, I transmit herewith an ordinance authorizing issuance of City of Chicago General Obligation Tender Notes, Series 1995A and B in a principal amount not to exceed $265,000,000, and City of Chicago General Obligation Equipment Notes, Series 1995 in a principal amount not to exceed $45,000,000.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ISSUANCE OF CITY OF CHICAGO GENERAL OBLIGATION BONDS, SERIES 1995.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 30, 1994.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the City Comptroller, I transmit herewith an ordinance authorizing the issuance of City of Chicago General Obligation Bonds, Series 1995 in a principal amount not to exceed $160,000,000.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF MEMORANDUM OF INTEREST WITH CHICAGO RECYCLING ASSOCIATES LIMITED PARTNERSHIP RELATING TO ISSUANCE OF CITY OF CHICAGO PRIVATE ACTIVITY BONDS TO FINANCE CONSTRUCTION OF RECYCLING FACILITY.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 30, 1994.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the City Comptroller and the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing execution of a Memorandum of Interest with Chicago Recycling Associates Limited Partnership relating to the issuance of the City of Chicago private activity bonds in a principal amount not to exceed $225,000,000 to finance the construction of a recycling facility.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR LOAN TO MR. JEROME DICKSON FOR ACQUISITION AND REHABILITATION OF BUILDING FOR LOW-INCOME HOUSING AT 1131 -- 1133 SOUTH SACRAMENTO AVENUE.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 30, 1994.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing a loan in an amount not to exceed $466,967 to Mr. Jerome Dickson, for the acquisition and rehabilitation of an 11-unit building for low-income housing at 1131 -- 1133 South Sacramento Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- CONVERSION OF FUNDS WITHIN PRIVATE ACTIVITY BOND AUTHORITY TO USE FOR ISSUANCE OF CERTIFICATES UNDER MORTGAGE CREDIT CERTIFICATE PROGRAM.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 30, 1994.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance converting approximately $50,000,000 in private activity bond authority to use for the issuance of certificates under the Mortgage Credit Certificate Program, a program designated to encourage home acquisition, repair and rehabilitation in targeted areas of the City.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- APPROVAL OF REDEVELOPMENT PROJECT AND PLAN, DESIGNATION OF REDEVELOPMENT PROJECT AREA AND AUTHORIZATION FOR TAX INCREMENT ALLOCATION FINANCING FOR 126TH AND TORRENCE REDEVELOPMENT PROJECT AREA.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 30, 1994.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith three ordinances establishing the 126th and Torrence Redevelopment Project Area as a Tax Increment Financing District by: (1) approving the redevelopment project and plan; (2) designating the 126th and Torrence Redevelopment Project Area; and (3) authorizing tax increment allocation financing for the area.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF INTER-GOVERNMENTAL AGREEMENT WITH COUNTY OF COOK AND CHICAGO TRANSIT AUTHORITY FOR FUNDING OF PUBLIC TRANSPORTATION SERVICES IN YEAR 1995 AND PAYMENT TO CHICAGO TRANSIT AUTHORITY IN COMPLIANCE WITH AGREEMENT.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 30, 1994.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I transmit herewith an ordinance authorizing execution of an intergovernmental agreement among the City of Chicago, the County of Cook and the Chicago Transit Authority relating to the funding of public transportation services in 1995, and also authorizing payment of $3,000,000 to the Chicago Transit Authority in compliance with the agreement.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR GRANT OF EASEMENT TO HARRIS TRUST AND SAVINGS BANK, UNDER TRUST NUMBER 44034, AND ABBOTT CONSTRUCTION COMPANY REGARDING CERTAIN SEWER LINES AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Aviation:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 30, 1994.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing the grant of an easement to Harris Trust and Savings Bank, under Trust No. 44034 (and to Abbott Construction Company, its sole beneficiary), with regard to certain sewer lines located at Chicago O'Hare International Airport.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- RECONCILIATION OF ACCOUNT BALANCES OF CERTAIN PROJECTS PAID WITH MOTOR FUEL TAX FUNDS.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted

therewith, *Referred to the Committee on the Budget and Government Operations:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 30, 1994.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith an ordinance reconciling account balances of certain projects paid for with Motor Fuel Tax funds.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR EXECUTION OF INTERGOVERNMENTAL AGREEMENT WITH COUNTY OF COOK FOR SETTLEMENT, COMPROMISE AND RELEASE OF CLAIMS.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on the Budget and Government Operations:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 30, 1994.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith an ordinance authorizing an intergovernmental agreement between the City of Chicago and Cook County, under which claims between the two will be settled, compromised and released.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AMENDMENT OF 1994 ANNUAL APPROPRIATION ORDINANCE TO REFLECT INCREASE IN GRANTS FROM FEDERAL AGENCIES.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on the Budget and Government Operations:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 30, 1994.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Budget Director, I transmit herewith an ordinance amending the 1994 Annual Appropriation

Ordinance to reflect an increase in grant funds from agencies of the federal government.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR IMPOSITION OF PENALTIES ON OWNERS OR MANAGERS OF RESIDENTIAL REAL ESTATE WHICH ENDANGER HEALTH OR SAFETY OF INDIVIDUALS.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Buildings:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 30, 1994.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- I transmit herewith an ordinance that authorizes the imposition of penalties with respect to persons who own or manage residential real estate that endangers the health or safety of any person.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- REESTABLISHMENT OF MORATORIUM ON SANITARY LANDFILLS AND ESTABLISHMENT OF PERMIT REQUIREMENTS WITH RESPECT TO WASTE FACILITIES.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Energy, Environmental Protection and Public Utilities:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 30, 1994.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of the Department of Environment, I transmit herewith an ordinance reestablishing a moratorium on sanitary landfills and establishing permit requirements with respect to waste facilities.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- COOK COUNTY BOARD REQUESTED TO ENTER NO-CASH BIDS ON BEHALF OF CITY OF CHICAGO FOR CERTAIN TAX DELINQUENT PARCELS UNDER TAX REACTIVATION PROGRAM.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Housing and Real Estate:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 30, 1994.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith two ordinances requesting the Cook County Board to enter no-cash bids on behalf of the City of Chicago for certain tax delinquent parcels under the Tax Reactivation Program.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR USE OF QUICK TAKE EMINENT DOMAIN POWERS TO ACQUIRE PROPERTY WITHIN 63RD-KEDZIE BLIGHTED COMMERCIAL AREA.

The Honorable Richard M. Daley, Mayor, submitted the following report which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Real Estate:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 30, 1994.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing

the use of quick take eminent domain powers to acquire nine parcels within the 63rd-Kedzie Blighted Commercial Area.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ACQUISITION OF PROPERTY AT WEST MONTROSE AND WEST BERTEAU AVENUES FOR CONSTRUCTION OF CHICAGO TRANSIT AUTHORITY PARK AND RIDE FACILITY.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Real Estate:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 30, 1994.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Transportation, I transmit herewith an ordinance authorizing the Commissioner of Transportation to acquire property located at Montrose and Berteau Avenues. The property will be used for the construction of a new C.T.A. park and ride facility at the Montrose Station.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION FOR ACQUISITION OF PROPERTY AT EAST 91ST STREET AND SOUTH SOUTH CHICAGO AVENUE FOR CONSTRUCTION OF METRA STATION AND PARK AND RIDE LOT.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Housing and Real Estate:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 30, 1994.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Transportation, I transmit herewith an ordinance authorizing the Commissioner of Transportation to acquire property located at East 91st Street and South South Chicago Avenue. The property will be used for the construction of a new METRA train station and park and ride lot.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION TO ENTER INTO AGREEMENT WITH DE PAUL UNIVERSITY TO ALLOW MEMBERS OF UNIVERSITY'S SECURITY FORCE TO ATTEND CERTAIN SESSIONS OF CHICAGO POLICE DEPARTMENT'S TRAINING COURSE.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Police and Fire*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 30, 1994.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Superintendent of Police, I transmit herewith an ordinance authorizing the Superintendent to enter into an agreement with DePaul University under which members of the University's security force would receive training in the Chicago Police Department's training course.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

Referred -- AUTHORIZATION TO ENTER INTO AGREEMENT WITH BURLINGTON NORTHERN RAILROAD COMPANY FOR IMPROVEMENT OF GRADE CROSSING IN CONNECTION WITH CERMAK ROAD AND LUMBER/HALSTED STREETS IMPROVEMENT PROJECT.

The Honorable Richard M. Daley, Mayor, submitted the following communication which was, together with the proposed ordinance transmitted therewith, *Referred to the Committee on Transportation and Public Way:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 30, 1994.

To the Honorable, The City Council of the City of Chicago:

LADIES AND GENTLEMEN -- At the request of the Commissioner of Transportation, I transmit herewith an ordinance that would authorize the City of Chicago to enter into an agreement with Burlington Northern Railroad Company, pursuant to which the Railroad will undertake grade crossing improvements in connection with the Cermak Road and Lumber/Halsted Streets Improvement Project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) RICHARD M. DALEY,
Mayor.

City Council Informed As To Miscellaneous Documents Filed In City Clerk's Office.

Mr. Ernest R. Wish, City Clerk, informed the City Council that documents have been filed in his office relating to the respective subjects designated as follows:

Placed On File -- DOCUMENTS CONCERNING ISSUANCE OF CHICAGO O'HARE INTERNATIONAL AIRPORT GENERAL AIRPORT SECOND LIEN REVENUE REFUNDING BONDS, SERIES 1994A.

A communication from Mr. Walter K. Knorr, City Comptroller, under date of November 29, 1994, transmitting the Certificate of Bond Ordinance, Contract of Bond Purchase, Official Statement and Eighth Supplemental

Indenture concerning the sale of $274,940,000 of Chicago O'Hare International Airport General Airport Second Lien Revenue Refunding Bonds, Series 1994A, which was *Placed on File.*

Placed On File -- REPORT OF VOUCHER PAYMENTS FOR PERSONAL SERVICES FOR MONTH OF OCTOBER, 1994.

A report received from Mr. Walter Knorr, City Comptroller, listing the personal services paid by voucher for the month of October, 1994, which was *Placed on File* and ordered published:

[Voucher payments printed on pages 62289 through 62291 of this Journal.]

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNAL.

The City Clerk informed the City Council that all those ordinances, et cetera, which were passed by the City Council on November 16, 1994 and which were required by statute to be published in book or pamphlet form or in one or more newspapers, were published in pamphlet form on November 30, 1994 by being printed in full text in printed pamphlet copies of the Journal of the Proceedings of the City Council of the regular meeting held on November 16, 1994, published by authority of the City Council, in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

PERSONAL SERVICES PAID BY VOUCHER OCTOBER, 1994

NAME	ADDRESS	DEPT.	TITLE	FUND	RATE		OCT., 1994
Cullerton, Donald	3916 N. Octavia	Aviation	Commissioner	100	5,000.00	Settlmnt	5,000.00
Doll, Donald	830 So. Wenonah	Building	Fast Track	100	12.00	P/H	1,692.00
Elliot, Edward	2019 W. Ainslie	Building	Fast Track	100	12.00	P/H	1,680.00
Glueck, Susan	480 N. McClure	Building	Fast Track	100	12.00	P/H	924.00
Greenwald, Andrew	1050 W. Dickens	Building	Fast Track	100	12.00	P/H	1,812.00
Lockhart, Tammara	60 E. 36th Pl.	Building	Hearing Officer	100	12.00	P/H	276.00
Lusk, Lawrence	300 N. State	Building	Hearing Officer	100	22.00	P/H	2,887.50
Monderer, David	730 No. Wabash	Building	Fast Track	100	15.00	P/H	2,601.50
McDermott, Ronald	3110 No. Sheridan	Building	Fast Track	100	12.00	P/H	1,590.00
Rog, Kathlyne	1903 W. Ainslie	Building	Fast Track	100	15.00	P/H	1,545.00
Rosa, Maria	2829 W. Fullerton	Building	Fast Track	100	15.00	P/H	2,250.00
Taylor, Laurie	3550 N. Lake Shore	Building	Hearing Officer	100	22.00	P/H	3,377.00
Termini, Andrea	1612 N. Cleveland	Building	Fast Track	100	12.00	P/H	1,626.00
Zelek, Robert	6582 N. Northwest Hwy	Building	Hearing Officer	100	22.00	P/H	869.00
Brosius, John	11337 S. Central	Fire	Fireman	100	10,629.61	Settlmnt	10,629.61
Durpetti, Adolph	1901 N. New Castle	Fire	Fireman	100	8,565.26	Settlmnt	8,565.26
Janisch, William	2069 W. Greenleaf	Fire	Fireman	100	343.55	Settlmnt	343.55
Lopez, Joyce	3227 W. 84th	Fire	Fireman	100	460.70	Settlmnt	460.70
Schmidt, Robert	8325 W. Balmoral	Fire	Fireman	100	10,015.80	Settlmnt	10,015.80
Garza, Maria	2248 S. St. Louis	Gen'l Serv.	Clerk	100	56,439.68	Settlmnt	56,439.68
Ford, Shirley		Law	Clerk	100	20,728.00	Settlmnt	20,728.00
Stewart, Charles	9052 S. Luella	Law	Labor	100	285,822.55	Settlmnt	285,822.55
Amaro, Manuel A.	2100 W. 18th Pl	Police	Policeman	100	270.10	Retired	270.10
Adusumilli, Indira	6325 N. Sheridan	Police	Policeman	100	1,413.42	Retired	1,413.42
Baron, Margaret	5650 S. Kenneth	Police	Policewoman	100	923.54	Retired	923.54
Bishop, Edwin	1068 W. 108th St.	Police	Policeman	100	9,985.50	Retired	9,985.50
Bryce, James P.	5214 W. Roscoe	Police	Policeman	100	1,399.53	Retired	1,399.53
Carlson, Roland	3949 N. Mobile	Police	Policeman	100	7,690.82	Retired	7,690.82
Clifford Jr., Francis	4634 W. 82nd Pl.	Police	Policeman	100	3,541.73	Retired	3,541.73
Conley, Patrick R.	4109 N. Parkside	Police	Policeman	100	1,351.25	Retired	1,351.25
Davis, William	5415 S. Dorchester	Police	Policeman	100	4,845.88	Retired	4,845.88
Dziekan, Ronald	6053 W. 64th Pl.	Police	Policeman	100	550.64	Retired	550.64
Faulkner, Robert	11510 S. Union	Police	Policeman	100	1,438.81	Retired	1,438.81
Fields, William	10529 S. Prairie	Police	Policeman	100	11,591.34	Retired	11,591.34
Fontenot, Kimberly	1449 W. 16th St.	Police	Policewoman	100	619.20	Retired	619.20
Friedrich, Ludwig	3638 N. Hoyne	Police	Policeman	100	4,510.81	Retired	4,510.81
Gilligan, Brian	260 E. Chestnut	Police	Policeman	100	1,917.05	Retired	1,917.05
Guardi, Nano	823 W. Buena	Police	Policeman	100	2,471.99	Retired	2,471.99
Hargrave, Andrew	11438 S. Vincennes	Police	Policeman	100	1,354.42	Retired	1,354.42
Hanrahan, James	6228 No. Lenox	Police	Policeman	100	27,250.13	Retired	27,250.13
Harrell, Mckenlley	3242 W. Huron	Police	Policeman	100	490.21	Retired	490.21
Heller, Raymond	3222 S. Wells	Police	Policeman	100	1,174.80	Retired	1,174.80
Howell, Carl	7300 S. Mozart	Police	Policeman	100	211.40	Retired	211.40
Hunter, Renee	2951 S. King Dr.	Police	Policeman	100	10,380.50	Retired	10,380.50

PERSONAL SERVICES PAID BY VOUCHER OCTOBER, 1994

NAME	ADDRESS	DEPT.	TITLE	FUND	RATE	OCT., 1994
Jackson, Charles	2263 E. 92nd St.	Police	Policeman	100	20,523.82 Settlmnt	20,523.82
Jage, Nancy	3130 N. Lake Shore	Police	Policewoman	100	450.16 Settlmnt	450.16
Jessup, Bryant	7037 S. Crandon	Police	Policeman	100	244.90 Settlmnt	244.90
Johnson, Franklin	3326 N. Keating	Police	Policeman	100	3,249.10 Settlmnt	3,249.10
Kidon, Thomas	4950 W. Carmen	Police	Policeman	100	619.20 Settlmnt	619.20
Kill, Michael	8057 S. St. Louis	Police	Policeman	100	5,032.17 Settlmnt	5,032.17
Lafata, Robert	3354 N. Pacific	Police	Policeman	100	19,439.58 Settlmnt	19,439.58
Laios, JoAnne	6219 No. Legett	Police	Policeman	100	1,038.90 Settlmnt	1,038.90
Logue, Neal E.	7043 S. Rockwell	Police	Policeman	100	10,863.60 Settlmnt	10,863.60
Lopez, James	4527 S. Laflin	Police	Policeman	100	24,225.00 Settlmnt	24,225.00
Magallanez, Albert	6344 S. Long	Police	Policeman	100	1,711.80 Settlmnt	1,711.80
Mandell, Susan L.	10519 S. Artesian	Police	Policeman	100	180.07 Settlmnt	180.07
McEvoy, Brian P.	5411 N. East River	Police	Policeman	100	6,648.53 Settlmnt	6,648.53
McIsaac, James	4644 W. Addison	Police	Policeman	100	450.16 Settlmnt	450.16
Millsapp, Conrad	3445 S. Rhodes	Police	Policeman	100	2,150.42 Settlmnt	2,150.42
Milos, Ronald J.	3941 N. Tripp	Police	Policeman	100	132.98 Settlmnt	132.98
Montoya, Felipe J.	479 W. 28th Pl.	Police	Policeman	100	750.50 Settlmnt	750.50
Motley, Delondia	2252 S. Central	Police	Policeman	100	1,311.40 Settlmnt	1,311.40
Newman, Vernita	8606 S. Bishop	Police	Policeman	100	6,783.66 Settlmnt	6,783.66
Ortiz, Howard	1148 N. Lawndale	Police	Policeman	100	252.80 Settlmnt	252.80
Pagan, Conrad	6824 W. Foster	Police	Policeman	100	7,757.41 Settlmnt	7,757.41
Pagan, Jose	1214 N. Washtenaw	Police	Policeman	100	804.03 Settlmnt	804.03
Pearson, David	7310 S. Oakley	Police	Policeman	100	2,674.97 Settlmnt	2,674.97
Lo Bue, Anthony J.	3259 W. 66th St.	Police	Policeman	100	986.65 Settlmnt	986.65
Penn, Willie L.	8904 S. Phillips	Police	Policeman	100	12,872.75 Settlmnt	12,872.75
Pentimone, Joseph	6117 N. Newberg	Police	Policeman	100	7,660.44 Settlmnt	7,660.44
Rivera, JoAquin	1718 N. California	Police	Policeman	100	1,383.89 Settlmnt	1,383.89
Rogalski, Jerry F.	2432 N. Parkside	Police	Policeman	100	14,097.87 Settlmnt	14,097.87
Schuld, James A.	4400 S. Campbell	Police	Policeman	100	723.23 Settlmnt	723.23
Stoll, Carl B.	2241 W. Polk	Police	Policeman	100	32,254.50 Settlmnt	32,254.50
Thomas, Kathryn J.	7632 S. Eberhart	Police	Policeman	100	65.82 Settlmnt	65.82
Wirtz, Robert	8515 S. Kedzie	Police	Policeman	100	8,346.85 Settlmnt	8,346.85
Wong, Benny	326 W. 26th St.	Police	Policeman	100	4,254.16 Settlmnt	4,254.16
Wozniak, Ronald	4554 W. 64th Pl.	Police	Policeman	100	16,065.31 Settlmnt	16,065.31
Wright, Tammi	3935 W. 104th St.	Police	Policeman	100	614.37 Settlmnt	614.37
Farina, Patricia	1750 N. Newland	Purchase	Clerk II	100	2,207.00 P/M	1,842.00
Carlson, Douglas	6700 No. Loron	Sts. & San.	Eng. Serv.	100	36.00 P/H	5,256.00
Gholem, Ahmad	3532 W. 59th St.	Sts. & San.	Clean up	100	7.32 P/H	2,344.50
Glenn, Paul	8250 S. Langley	Sts. & San.	Junior Labor	100	9.21 P/H	828.90
Howard, Terrence	2219 W. Greenleaf	Sts. & San.	Consulting	100	28.00 P/H	25,872.00
Leak, Ralph	1307 S. Claremont	Sts. & San.	Truck Driver	100	19.30 P/H	772.00
Patrick, William	8250 S. Langley	Sts. & San.	Junior Labor	100	9.21 P/H	828.90
Rogers, Angela	6620 S. Harvard	Sts. & San.	Junior Labor	100	7.32 P/H	944.28
Simpson, Sharon	1165 N. Milwaukee	Sts. & San.	Junior Labor	100	6.40 P/H	265.60

PERSONAL SERVICES PAID BY VOUCHER OCTOBER, 1994

NAME	ADDRESS	DEPT.	TITLE	FUND	RATE	OCT., 1994
Spada, Adriana	3708 W. Grand	Sts. & San.	Labor	100	7.32 P/H	486.78
Kelly, Vari	317 W. 28th Pl.	Aviation	Clerk	100	5.50 P/H	1,303.50
Worter, William	645 W. Oakdale	Sts. & San.	Labor	100	9.50 P/H	1,121.00

Miscellaneous Communications, Reports, Et Cetera, Requiring Council Action (Transmitted To City Council By City Clerk).

The City Clerk transmitted communications, reports, et cetera, relating to the respective subjects listed below, which were acted upon by the City Council in each case in the manner noted, as follows:

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

Applications (in duplicate) together with the proposed ordinances for amendment of the Chicago Zoning Ordinance, as amended, for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning*, as follows:

Mr. Gregory C. DeVine -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 5-G bounded by:

the public alley next south of and parallel to West Fullerton Avenue; North Greenview Avenue; a line 100 feet south of and parallel to the public alley next south of and parallel to West Fullerton Avenue; and the public alley next west of and parallel to North Greenview Avenue.

Highland Community Bank -- to classify as a B5-1 General Service District instead of a B2-1 Restricted Retail District the area shown on Map No. 20-H bounded by:

the alley next north of and parallel to West 87th Street; South Wood Street; West 87th Street; and a line 125 feet west of South Wood Street.

Mr. Harvey Kaiser, in care of Mr. John J. Pikarski, Jr. -- to classify as a C2-2 General Commercial District instead of a B4-1 Restricted Service District the area shown on Map No. 10-K bounded by:

a line 443 feet north of and parallel to West 45th Street; the alley next east of South Cicero Avenue; West 45th Street; and South Cicero Avenue.

Mr. Alex Kurylo, in care of Mr. John J. Pikarski, Jr. -- to classify as an R4 General Residence District instead of an R3 General Residence District the area shown on Map No. 11-M bounded by:

West Lawrence Avenue; a line 84.08 feet long, 125 feet west of and parallel to North Melvina Avenue; a line 16.75 feet long, 84.08 feet south of and parallel to West Lawrence Avenue; a line 37.0 feet long, 141.75 feet west of and parallel to North Melvina Avenue; a line 121.08 feet south of and parallel to West Lawrence Avenue; and a line 248.98 feet west of and parallel to North Melvina Avenue.

Mr. Victor Martinez -- to classify as an R5 General Residence District instead of a B4-1 Restricted Service District the area shown on Map No. 7-I bounded by:

a line 49.10 feet north of and parallel to West Barry Avenue; North California Avenue; West Barry Avenue; and the public alley next west of and parallel to North California Avenue.

Mr. Michael Noonan, in care of Mr. John J. Pikarski, Jr. -- to classify as an R4 General Residence District instead of an M1-1 Restricted Manufacturing District the area shown on Map No. 16-N bounded by:

West 64th Place; a line 180 feet south of and parallel to South Normandy Avenue; a line 130.07 feet south of and parallel to West 64th Place; and South Normandy Avenue.

Mr. Michael O'Brien -- to classify as an R4 General Residence District instead of a B4-1 Restricted Service District the area shown on Map No. 16-N bounded by:

West 63rd Street; a line 124.9 feet east of and parallel to South Oak Park Avenue; the alley next south of West 63rd Street; and South Oak Park Avenue.

Mr. David W. Ruttenberg -- to classify as an R5 General Residence District instead of an M1-2 Restricted Manufacturing District the area shown on Map No. 7-G bounded by:

on the north by West George Street; on the west by a line from a point 125 feet west of North Lakewood Avenue, south to a point 133 feet south of West George Street; on the south by a line 125 feet east to North Lakewood Avenue; and on the east by North Lakewood Avenue.

Mr. David W. Ruttenberg -- to classify as an R5 General Residence District instead of a C1-2 Restricted Commercial and M1-2 Restricted Manufacturing Districts the areas shown on Map No. 7-G bounded by:

on the south by West George Street; on the west by a line from a point 149.60 feet east of North Lakewood Avenue, north to a point 123 feet north of West George Street; on the north by a line 225 feet east; and on the east by a line 123 feet south to West George Street (zoned M1-2);

on the north by West George Street; on the east by a line from a point 302 feet east of North Lincoln Avenue, south to a point 102.50 feet south of West George Street; on the south by a line 87.99 feet northwesterly along a 16 foot public alley; and on the west by a line 56.40 feet north along a 16 foot public alley to West George Street (zoned M1-2);

on the north by West George Street; on the southeast by a line from a point 211 feet east of North Lincoln Avenue, 65 feet south along a 16 foot public alley; and then 41.36 feet southeasterly along a 16 foot public alley; on the south by a line 113 feet southwesterly to North Lincoln Avenue; on the southwest by North Lincoln Avenue; on the northwest by a line from a point 111.04 feet southeasterly of West George Street, 45.98 feet northeasterly; and then 45.98 feet north to West George Street (zoned C1-2).

Mr. David W. Ruttenberg -- to classify as an R5 General Residence District instead of an R4 General Residence District the area shown on Map No. 7-G bounded by:

West Lill Avenue; a line 181.12 feet east of and parallel to North Seminary Avenue; the public alley next south of and parallel to West Lill Avenue; and North Seminary Avenue.

Mr. Howard Weitzman and Mr. Jack Berger -- to classify as a B4-3 Restricted Service District instead of an M1-3 Restricted Manufacturing District the area shown on Map No. 1-G bounded by:

starting at the point of beginning, that being the south line of West Huron Street; thence the west line of North Carpenter Street following a line south from the south line of West Huron Street, south 80 feet; thence a line running west, parallel to the south line of West Huron Street, 116 feet west to the east line of the north/south public alley next west of North Carpenter Street; thence a line running north along the east line of the north/south alley next west of and parallel to North Carpenter Street to the point of beginning.

613 West 16th Street Partnership, in care of Mr. Dimitrios Kourkovis -- to classify as a C1-2 Restricted Commercial District instead of an R4 General Residence District and an M2-3 General Manufacturing District the area shown on Map No. 4-F bounded by:

West 16th Street; a line 72.75 feet east of and parallel to South Desplaines Street; a line 100 feet south of and parallel to West 16th Street; a line 123.78 feet east of and parallel to South Desplaines Street; a line 134 feet south of and parallel to West 16th Street; and South Desplaines Street.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

Claims against the City of Chicago, which were *Referred to the Committee on Finance*, filed by the following:

Alksa Sharon M., Allen David S., Allied American Insurance Company and Anthony Story, Allstate Insurance Company (4) Miki Jones, Rudolf Kuehn, Kenneth and Kimberly Kurgan and Vengroff Williams, Alvarez Maria V., Amex Assurance Company and Barbara Lapapa, Anderson Harold E.;

Bac Andrew D., Baker Diango R., Barkus Vera S., Barnicle Edward H., Beacham Tina Michele, Becovic Ese, Bernstein Linda, Bolton Vester M., Brici Maria, Brorsen Adeline Q., Bufford Yvonne Denise;

Carver Ernest T., Chavez Luis E., Childress Joyce A., Christian Brothers Risk Pooling Trust, Consolidated Rail Corporation, Cook Eldern Sr., Cortez Francisco, Cross Mary P.;

Dale Elizabeth, Darby Jerry, Darling Lewis, Davison Betty E., DePorter Joanna G., Dolan Thomas F.;

Eadie Alan J., Eissa Murad M., Escalante Javier, Evans Eric E.;

Goss William and Charlotte, Government Employees Insurance Co., Gunter Harrison L.;

Hale Stanley, Hallberg Direct Insurance Company and Mary Kaluput, Hanover Insurance and Barbara Zoub, Harper Sylvia D., Harrington Rodney, Harris Temple Apostolic Overcoming Holy Church of God, Hartzol Lee G. Jr., Hatley Valerie, Henderson Tirone, Houston Julie N., Hupp Nancy B.;

Illinois Farmers Insurance Company and Arnold E. Carlston, Ilmer Paul;

Jackson Paulette L., Jenkin David S.;

King Kenneth, Klett Donald L.;

La Paglia Robert L., Laurain Beth S., Lee Charles L., Louis Mitchell T.;

Mallin Katherine, Mc Reynolds Shirley, Misale Mario J., Moran Patricia;

The Peoples Gas Light and Coke Company (31), Perlman Edward, Pinter Victoria L.;

Ramos William, Randle Rosemary, Ridley Young W., Roombos Rick, Rumbold Peter Vaughan, Ruppert Merle A.;

Sangster Robert W., Schachtman Alan, Schmidt Jodi M., Schultz Laurie A., Shableau Ramona, Simpson Charles N., Snitzer Howard, Solis Bernard, Spivey Victoria, State Farm Insurance Companies (4) Jorge A. Aliaga, Michael Duck, Jack Genius and Nancy Mihelich, Strobeck Real Estate, Inc., Sullivan Therese Eileen;

Tapia Gregorio, Thompson Robert V.;

Unigard Security Insurance and Hillary Franklin, Universal Casualty Company (2) Armando Sosa, Renita Thornton;

Vaselakos Denise M., Vellender Patrick M., Vogenthaler James and Judith;

Watson Hazel, Wells Earnestine, Williams Margaret, Winters Janet E., Wolniewicz Diane M., Woollard Laurance A.;

Xia Baoluo, Xie Ai Yin;

Zalinger Phillip M., Zarate Delores L..

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

DIRECTOR OF OFFICE OF BUDGET AND MANAGEMENT INSTRUCTED TO STUDY FINANCIAL, ADMINISTRATIVE AND LEGAL FEASIBILITY OF ESTABLISHING TWO RATES FOR CITY'S PARKING LOT AND GARAGE OPERATIONS TAX.

The Committee on Finance submitted the following report:

CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration a resolution authorizing the Budget Director to conduct a study concerning the feasibility of establishing two different tax rates for the City's parking lot and garage operations tax, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said resolution as adopted:

WHEREAS, Pursuant to Chapter 4-236 of its Municipal Code, the City of Chicago imposes a tax on the privilege of parking a motor vehicle for a fee in any garage or parking lot within the City; and

WHEREAS, As of February 1, 1995, the parking tax will apply to valet parking transactions; and

WHEREAS, In many portions of the City, the insufficient availability of parking on the streets requires neighborhood residents to obtain costly off-street parking and to use a valet parking service when visiting neighborhood restaurants; and

WHEREAS, The additional expense of the City's parking and garage operations tax may impose a hardship in these instances; now, therefore,

Be It Resolved, That the Budget Director is hereby directed to undertake a study of the financial, administrative and legal feasibility of establishing two rates for the City's parking lot and garage operations tax, one rate for parking within the central business district or at the municipal airports, and one rate for parking in other areas of the City; and

Be It Further Resolved, That the Budget Director report the results of said study and his recommendations to the City Council.

AUTHORIZATION FOR ABATEMENT OF 1994 PROPERTY TAXES RELATING TO DEBT SERVICE OF CITY OF CHICAGO GENERAL OBLIGATION EQUIPMENT PROJECT NOTES, SERIES 1992C.

The Committee on Finance submitted the following report:

CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance concerning the authority to abate the 1994 property taxes relating to debt service of the City of Chicago General Obligation Equipment Project Notes, Series 1992C, in the amount of $4,700,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, On January 15, 1992, the City of Chicago, Illinois (the "City") issued its General Obligation Tender Notes, Series 1992C (the "Notes") for the purpose of financing the acquisition of certain capital equipment for the City; and

WHEREAS, The City provided by ordinance adopted on December 11, 1991, for the levy and collection of a direct annual tax sufficient to pay the

principal of and interest on the Notes as and when the same became due and payable, said tax levy ordinance having been filed with the County Clerks of Cook and DuPage Counties; and

WHEREAS, The 1994 Annual Appropriation Ordinance provided for a reduction in the 1994 tax levy on certain bonds and notes; and

WHEREAS, It is now appropriate and in the best interest of the City that a portion of the amount of taxes levied should be abated; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The County Clerks of Cook and DuPage Counties, Illinois, are hereby authorized and directed to reduce the total amount of 1994 taxes to be extended for the purpose of providing revenue for the payment of principal of and interest on the Notes by the sum of $4,700,000.

SECTION 2. The City Clerk is hereby directed to present to and file with the County Clerks of Cook and DuPage Counties, Illinois, a copy of this ordinance duly certified by said City Clerk.

SECTION 3. This ordinance shall take effect and be in force from and after its passage.

AUTHORIZATION FOR ABATEMENT OF 1994 PROPERTY TAXES RELATING TO DEBT SERVICE OF CITY OF CHICAGO LIBRARY GENERAL OBLIGATION BONDS, SERIES 1987.

The Committee on Finance submitted the following report:

CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance concerning the authority to abate the 1994 property taxes relating to debt service of the City of Chicago Library General Obligation Bonds, Series 1987, in the amount of $3,627,462, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, On March 30, 1988, the City of Chicago, Illinois (the "City") issued its General Obligation Adjustable Rate Bonds, Central Public Library Project Series A, B and C of 1988 and on February 24, 1989, the City issued its General Obligation Bonds, Central Public Library Project, Series 1989 (collectively, the "Bonds") for the purpose of providing funds for the acquisition, construction, repair, remodeling, improvement, furnishing and equipping of public library facilities; and

WHEREAS, The City provided by an ordinance adopted on July 29, 1987, as supplemented and amended by an ordinance adopted on December 16, 1987, for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as and when the same became due and payable, said tax levy ordinance having been filed with the County Clerks of Cook and DuPage Counties; and

WHEREAS, The 1994 Annual Appropriation Ordinance provided for a reduction in the 1994 tax levy on certain long-term bonds; and

WHEREAS, It is now appropriate and in the best interest of the City that a portion of the amount of taxes levied should be abated; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The County Clerks of Cook and DuPage Counties, Illinois, are hereby authorized and directed to reduce the total amount of 1994 taxes to be extended for the purpose of providing revenue for the payment of principal of and interest on the Bonds by the sum of $3,627,462.

SECTION 2. The City Clerk is hereby directed to present to and file with the County Clerks of Cook and DuPage Counties, Illinois, a copy of this ordinance duly certified by said City Clerk.

SECTION 3. This ordinance shall take effect and be in force from and after its passage.

AUTHORIZATION FOR ABATEMENT OF 1994 PROPERTY TAXES RELATING TO DEBT SERVICE OF CITY OF CHICAGO GENERAL OBLIGATION ADJUSTABLE RATE BONDS, PROJECT SERIES 1985.

The Committee on Finance submitted the following report:

CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance concerning the authority to abate the 1994 property taxes relating to debt service of the City of Chicago General Obligation Adjustable Rate Bonds, Series 1985, in the amount of $11,505,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, On December 10, 1985, the City of Chicago, Illinois (the "City") issued its General Obligation Adjustable Rate Bonds, Project Series of 1985 (the "Bonds"), for the purpose of paying the cost of capital projects, capitalizing interest on the Bonds and paying costs of issuance of the Bonds; and

WHEREAS, The City provided by ordinance adopted on August 20, 1985, for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as and when the same became due and payable, said tax levy ordinance having been filed with the County Clerks of Cook and DuPage Counties; and

WHEREAS, The 1994 Annual Appropriation Ordinance provided for a reduction in the 1994 tax levy on certain long-term bonds; and

WHEREAS, It is now appropriate and in the best interest of the City that a portion of the amount of taxes levied should be abated; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The County Clerks of Cook and DuPage Counties, Illinois, are hereby authorized and directed to reduce the total amount of 1994 taxes to be extended for the purpose of providing revenue for the payment of principal of and interest on the Bonds by the sum of $11,505,000.

SECTION 2. The City Clerk is hereby directed to present to and file with the County Clerks of Cook and DuPage Counties, Illinois, a copy of this ordinance duly certified by said City Clerk.

SECTION 3. This ordinance shall take effect and be in force from and after its passage.

AUTHORIZATION FOR ABATEMENT OF 1994 PROPERTY TAXES RELATING TO DEBT SERVICE OF CITY OF CHICAGO GENERAL OBLIGATION BONDS, PROJECT SERIES 1993.

The Committee on Finance submitted the following report:

CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance concerning the authority to abate the 1994 property taxes relating to the debt service of the City of Chicago General Obligation Bonds, Project Series 1993, in the amount of $9,472,227.50, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, On November 17, 1993, the City of Chicago (the "City") issued its General Obligation Bonds, Project Series 1993 (the "Bonds") for the purpose of paying the costs of the City's neighborhood renewal program capitalizing certain interest on the Bonds and paying costs of issuance on the Bonds; and

WHEREAS, The City provided by ordinance adopted on November 5, 1993, for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as and when the same became due and payable, said tax levy ordinance having been filed with the County Clerks of Cook and DuPage Counties; and

WHEREAS, It is now appropriate and in the best interest of the City that the amount of taxes levied for 1994 for payment of 1995 debt service on the Bonds should be abated, such debt service having been paid from another source; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The County Clerks of Cook and DuPage Counties, Illinois, are hereby authorized and directed to reduce the total amount of 1994 taxes to be extended for the purpose of providing revenue for the payment of principal of and interest on the Bonds by the sum of $9,472,227.50.

SECTION 2. The City Clerk is hereby directed to present to and file with the County Clerks of Cook and DuPage Counties, Illinois, a copy of this ordinance duly certified by said City Clerk.

SECTION 3. This ordinance shall take effect and be in force from and after its passage.

AUTHORIZATION FOR CORPORATION COUNSEL TO ENTER INTO AND EXECUTE SPECIFIED SETTLEMENT AGREEMENTS.

The Committee on Finance submitted the following report:

CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration two orders authorizing the Corporation Counsel to enter into and execute settlement orders in the following cases:

Estate of Anthony Alto v. City of Chicago, 92 C 7234 in the amount of $170,000; and

U.S. Equal Employment Commission v. City of Chicago, 93 C 7571 in the amount of $166,500,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following are said orders as passed (the italic heading in each case not being a part of the order):

Estate Of Anthony Alto v. City Of Chicago.

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Estate of Anthony Alto v. City of Chicago,* 92 C 7234 in the amount of $170,000.

U.S. Equal Employment Commission v. City Of Chicago.

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *U.S. Equal Employment Commission v. City of Chicago,* 93 C 7571 in the amount of $166,500.

AUTHORIZATION FOR LEVY OF TAXES FOR SPECIAL SERVICE AREA NUMBER 1.

The Committee on Finance submitted the following report:

CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance concerning the authority to levy a tax for Special Service Area Number 1 in the amount of $703,000.00, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule municipality pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois; and

WHEREAS, Pursuant to 35 ILCS 200/27-5, et seq., the City of Chicago is authorized to create and establish special service areas; and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City of Chicago on July 7, 1977 and published in the Journal of Council Proceedings at pages 5456 -- 5458 (the "Ordinance"), the City of Chicago created and established Special Service Area Number 1 (the "Area"), which includes those properties fronting on State Street between Wacker Drive and Congress Parkway; and

WHEREAS, In addition to authorizing the issuance of certain bonds, the Ordinance authorized the levying of an annual tax on all taxable property within the Area for the payment of the cost of special services in and for said Area, provided that such special annual tax shall be limited in amount so that such annual tax will not exceed the lesser of one-fourth of one percent (¼ of 1%) of the equalized assessed valuation (E.A.V.) of taxable property within the Area or an amount equal to forty percent (40%) of the sum appropriated and budgeted by the City in the 1995 Budget Ordinance for expenditures for the 1995 fiscal year after deducting miscellaneous income; and

WHEREAS, The Ordinance also provided for the appointment of a commission (the "Commission") to recommend a yearly budget based upon the cost of providing special services in and for the Area to the Mayor and the City Council and, further, to advise the Mayor and the City Council regarding the annual tax to be levied against the taxable property within the Area; and

WHEREAS, The budget for Special Service Area Number 1 for fiscal year 1995 is estimated to be $1,854,000; and

WHEREAS, The Commission is advising the Mayor and the City Council concerning the annual tax to be levied in Special Service Area Number 1 for the 1994 tax year that a tax of $703,000 be imposed to provide said special services; and

WHEREAS, It is in the best interests of the City of Chicago to accept the advice of the Commission and levy said tax for the 1994 tax year for special maintenance services for Special Service Area Number 1; and

WHEREAS, Article VII, Sections 6(a) and 6(L) (2) of the Constitution of the State of Illinois empowers the City of Chicago to levy a tax for the 1994 tax year for Special Service Area Number 1; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to, and consistent with the Commission's advice as to the amount of taxes to be levied against all taxable property in Special Service Area Number 1 for the 1994 tax year, the City Council of the City of Chicago hereby approves and levies a tax in the amount of $703,000 for the tax year 1994 for Special Service Area Number 1.

SECTION 2. Upon its passage and approval by the City Council, the City Clerk is hereby authorized and directed to file a certified copy of this Ordinance with the Clerk of the County of Cook (the "County Clerk") pursuant to 35 ILCS 200/27-5, et seq., and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the special annual tax herein provided for, such special annual tax to be extended for collection by the County Clerk for the tax year 1994 against all taxable property within the territory situated within Special Service Area Number 1, the amount of such special annual taxes herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within Special Service Area Number 1 and that notwithstanding the tax in the amount of $703,000 specified herein, such special tax shall not exceed the lesser of one-fourth of one percent ($\frac{1}{4}$ of 1%) of the total equalized assessed valuation of all taxable property within said Special Service Number Area 1 or an amount equal to forty percent (40%) of the total amount appropriated and budgeted by the City in the 1995 Budget Ordinance for expenditures for the fiscal year commencing January 1, 1995, after deducting from such appropriations all items of miscellaneous income estimated to be received during such fiscal year.

SECTION 3. Upon passage of this ordinance by the City Council, the City Clerk is hereby authorized and directed to file a certified copy of this ordinance with the County Clerk's Office noting that Fund 326 is the budget for Special Service Area Number 1 for 1995.

SECTION 4. This ordinance shall take effect upon its passage and approval.

AUTHORIZATION FOR LEVY OF TAXES FOR SPECIAL SERVICE AREA NUMBER 2.

The Committee on Finance submitted the following report:

CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance concerning the authority to levy a tax for Special Service Area Number 2 in the amount of $163,654.00, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Illinois Special Service Area Act, 35 ILCS 200/27-5, et seq. (the "Special Service Area Act") and pursuant to the Revenue Act of 1939, 35 ILCS 200/27-5, et seq., as amended from time to time; and

WHEREAS, On June 30, 1982 the City Council of the City of Chicago enacted an ordinance, as amended by an ordinance enacted on March 25, 1983, and as further amended by an ordinance enacted on September 18, 1984 (collectively, the "Establishing Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 2 (the "Area") and authorized the levy of an annual tax not to exceed an annual rate of one and one-half percent (1.5%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishing Ordinance established the Area as that territory approximately bounded by that part of the City of Chicago consisting of the area approximately bounded by Henderson Street on the north, George Street on the south and fronting on Central Avenue on both east and west sides; and Long Avenue on the east, Austin Avenue on the west, and fronting on Belmont Avenue on both north and south sides; and

WHEREAS, The Special Services authorized in the Establishing Ordinance included the maintenance, operation and upkeep of an automobile parking facility; and

WHEREAS, The Establishing Ordinance provided for the appointment of the Belmont Central Parking Commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services, and further to advise the Mayor and the City Council regarding the Services Tax; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development and to the City Council its recommendations for a yearly budget to provide the Special Services in the Area for the fiscal year commencing January 1, 1995, and has further advised the Mayor and the City Council concerning the Services Tax for the tax year 1994 for the purpose of providing funds necessary to provide the Special Services; and

WHEREAS, The Commission, pursuant to the Establishing Ordinance, shall recommend to the City Council an agreement with a service provider (the "Service Provider Contract") at a future date, whose terms and conditions shall provide for the expenditure of the Services Tax for the provision of the Special Services; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Incorporation of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriation. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Belmont-Central Parking Commission
Special Service Area Budget.

For the fiscal year beginning January 1, 1995 and ending December 31, 1995.

Expenditures.

Service Provider Contract for the provision of Special Services	$163,654
TOTAL BUDGET REQUEST:	$163,654

Source Of Funding.

Tax levy at a rate not to exceed one and one-half percent (1.50%) of the assessed value, as equalized, of taxable property within Special Services Area Number 2	$163,654

SECTION 3. Levy of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Act and pursuant to the provisions of the Establishing Ordinance, the sum of $163,654 as the amount of the Services Tax for the tax year 1994.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 1994 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Effective Date. This ordinance shall take effect ten (10) days after its passage and publication.

ESTABLISHMENT OF SPECIAL SERVICE AREA NUMBER 15 AND AUTHORIZATION FOR LEVY OF ANNUAL SPECIAL SERVICES TAX.

The Committee on Finance submitted the following report:

CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance concerning the authority to levy a tax for Special Service Area Number 15 in the amount of $230,000.00 and for the establishment of a Central Hyde Park Special Service Area Commission, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Cook and DuPage Counties, Illinois (the "City") is a duly constituted and existing municipality within the meaning of Article VII of the 1970 Constitution of the State of Illinois and is a "home rule unit" under that Article VII; and

WHEREAS, Pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Illinois Special Service Area Act, 35 ILCS 200/27-5, et seq. (the "Special Service Area Act") and pursuant to the Revenue Act of 1939, 35 ILCS 205/1, et seq., as amended from time to time, the City is authorized (i) to establish special service areas within the City in which special services are provided in addition to those services provided generally throughout the City; (ii) to levy taxes in such areas at a rate or amount of tax sufficient to produce revenues required to provide the special governmental services; and (iii) to issue bonds and notes for providing those special services secured by the full faith and credit of the areas; and

WHEREAS, The City Council of the City of Chicago (the "City Council") determines to establish a special service area to be known and designated as "Special Service Area Number 15" (the "Area"), to provide the special

services in addition to services provided generally by the City all as provided in this ordinance (the "Special Services"), and further determines to authorize the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those special services (the "Services Tax"); now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Incorporation of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Findings. The City Council of the City finds and declares as follows:

a) The Area, as established by this ordinance, consists of contiguous territory in the City;

b) The City Council of the City, on October 5, 1994 adopted an ordinance (the "Notice Ordinance") authorizing a public hearing (the "Public Hearing") to consider the establishment of the Area and the levy of the Services Tax on the taxable property located in the Area to provide the Special Services;

c) Notice of the Public Hearing was given by publication at least once not less than 15 days prior to the hearing in the *Chicago Sun-Times*, a newspaper published in and of general circulation within the City, and notice of the Public Hearing was also given by depositing copies of the notices in the United States mail as first class mail as evidenced by certificates of mailing, to the taxpayer of record and the legal owner of record of each tax parcel of property located in the Area not less than 10 days prior to the time set for the hearing;

d) The notice complied with all the applicable provisions of the Act;

e) The Public Hearing was held on November 1, 1994, by the Committee on Finance of the City Council of the City. All interested persons, including all persons owning real property located within the Area were given an opportunity to be heard at the Public Hearing regarding any issues embodied in the notice and have had an opportunity to file with the City Clerk of the City written objections to such issues;

f) The Area constitutes the principal commercial district for the surrounding neighborhood and local commercial development programming is critical to maintaining and creating jobs and promoting neighborhood revitalization and stability; the Area is zoned to permit commercial uses and will benefit from the Special Services; and the Special Services are unique and in addition to municipal services provided by and to the City of Chicago generally;

g) It is in the public interest to establish the Area and to authorize the levy of the Services Tax for a period of seven years.

SECTION 3. Protests and Objections. All protests or objections to the establishment of the Area and the authorization of the levy of the Services Tax received as of this date, having been heard and considered, have been denied.

SECTION 4. Area Established. There is hereby established a special service area located within the City to be known and designated as Special Service Area Number 15, which shall consist of the area wholly or partially fronting on East 53rd Street from South Hyde Park Boulevard to South Woodlawn Avenue, on East 55th Street from South Everett Avenue to South Harper Avenue; on South Lake Park Avenue from East Hyde Park Boulevard to East 55th Street; and on East Hyde Park Boulevard from South Lake Park Avenue to South Harper Avenue. A legal description of the Area is attached as Exhibit 1, and a map of the area is attached as Exhibit 2. The exhibits are incorporated herein by this reference.

SECTION 5. Authorization of Levy. There is hereby authorized to be levied in each year beginning in 1994 and ending in 2000 the Services Tax upon the taxable property located within the boundaries of Special Service Area Number 15, to produce revenues to provide the Special Services, said Services Tax not to exceed the sum of eighty-five one hundredths of one percent (.85%) of the equalized assessed value of taxable property therein. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Revenue Act of 1939, as amended from time to time. The levy of the Services Tax for each year shall be made by separate ordinance.

SECTION 6. Commission. There is hereby established a Central Hyde Park Special Service Area Commission (the "Commission") which shall consist of eleven members. The Mayor, with the approval of the City Council, shall appoint the eleven initial Commission members from a list of nominees submitted by a committee (the "Nominating Committee") composed of the aldermen of the wards in which the Special Service Area is located, or their designated representatives, and the Executive Committee of the Hyde Park Chamber of Commerce. The Nominating Committee shall submit recommendations to the Mayor after it receives and considers recommendations from any community groups concerned with the situation of the Special Service Area. Of the initial Commission members, three members shall be appointed to serve for two year terms, four shall be appointed to serve for three year terms, and four shall be appointed to serve for four year terms. Upon the expiration of the term of any Commission member, the Mayor with the approval of the City Council shall appoint a successor Commission member from a list of nominees submitted by the Nominating Committee. Other than the initial commissioners, each Commission member shall be appointed to serve for a term of four years and

until a successor is appointed. In the event of a vacancy on the Commission due to the resignation, death, or inability to serve, or other reason of a Commission member, the Mayor, with the approval of the City Council, shall appoint a successor from a list of nominees submitted by the Nominating Committee. Each successor so appointed shall serve for the remaining term for which he/she was appointed. At least seven of the Commission members shall be owners of property or businesses, or their agents, within the boundaries of the Special Service Area Number 15. The Commission shall designate one member as the Chairman of the Commission, and he/she shall serve no more than two successive two year terms. The Commission shall establish bylaws for its procedural operation.

The Commission shall have the powers delegated to it in Section 7 hereof. The terms and power of the Commission members shall cease upon the termination of the time period for which the levy of the Services Tax is authorized unless said Services Tax is continued by ordinance adopted by the City Council. The members of the Commission shall serve without compensation.

SECTION 7. Powers of the Commission. The Commission is hereby granted the following powers:

(a) To recommend that rate or amount of the Services Tax and an annual budget to the City Council.

(b) To recommend a management Contract, including a scope of services, to the City Council for the provision of the Special Services and a contractor therefor (the "Service Provider").

(c) To adopt guidelines for the monitoring and reporting of disturbances in the area to the local area office of the Service Provider.

SECTION 8. Compliance with Governmental Ethics and Economic Disclosure Ordinances. The conduct of the members of the Commission shall be governed by the applicable provisions of the Governmental Ethics Ordinance of the City, Chapter 2-156 of the Municipal Code of the City of Chicago, as amended.

SECTION 9. Open Meetings Act. Notice and conduct of the meetings of the Commission shall be in accordance with the applicable provisions of the Illinois Open Meetings Act, as amended, 5 ILCS 120/1.01, et seq..

SECTION 10. Petitions of Objection. This ordinance shall become effective in accordance with Section 17 hereof. However, if a petition signed by at least 51% of the electors residing within the boundaries of the Area and by at least 51% of the owners of record of the land included within the Area, objecting to the creation of Special Service Area Number 15 and the levy of the Services Tax therein, is filed with the City Clerk within 60 days

following the final adjournment of the Public Hearing, notwithstanding any other provision of this Ordinance, Special Service Area Number 15 shall not be established, and the provisions of this ordinance shall be considered null and void.

SECTION 11. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Hyde Park Special Service Area Commission
Special Service Area Budget.

For the fiscal year beginning January 1, 1995 and ending December 31, 1995.

Expenditures.

Service Provider Contract for the provision of Special Services	$230,000
TOTAL BUDGET REQUEST:	$230,000

Source Of Funding.

Tax levy at a rate not to exceed eighty-five one hundredths of one percent (.85%) of the assessed value, as equalized, of taxable property within Special Services Area Number 15	$230,000

SECTION 12. Levy of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(1)(2) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Act the sum of $230,000 as the amount of the Services Tax for the tax year 1994.

SECTION 13. Recording. The City Clerk is ordered and directed to file in the Office of the Cook County Clerk and in the Office of the Recorder of

Cook County, Illinois, certified copies of this Ordinance containing a description of Special Service Area Number 15.

SECTION 14. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this Ordinance. Thereafter, the County Clerk shall extend the Services Tax for collection for the tax year 1994 against all taxable property within the Area together with all other taxes to be levied by the City of Chicago, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 15. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance and to this end each provision of this Ordinance is declared to be severable.

SECTION 16. Conflict. This Ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this Ordinance, to the extent of such conflict.

SECTION 17. Effective Date. This Ordinance shall take effect ten (10) days after its passage and approval by the Mayor.

[Exhibit 2 referred to in this ordinance printed on page 62319 of this Journal.]

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.

Special Service Area No. 15 shall consist of the following area:

A parcel of land in Chicago, Cook County, Illinois, being part of the southeast quarter of Section 11, the southwest fractional quarter of fractional Section 12, the northwest fractional quarter of fractional Section 13, and the northeast quarter of Section 14, all in Township 38 North, Range 14, East of the Third Principal Meridian described as follows:

beginning at a point where the centerline of the right-of-way of East Hyde Park Boulevard intersects with the easterly right-of-way line of

South Lake Park Avenue; thence southerly, along the easterly right-of-way line of South Lake Park Avenue, to the north line, extended west, of Lot 13 in Block 17 of Hyde Park, a subdivision of the east half of the southeast quarter and the east half of the northeast fractional quarter of Section 11 and the north part of the southwest fractional quarter of Section 12 and the northeast quarter of the northeast quarter of Section 14-38-14; thence easterly, along said line, the north line of said Lot 13, and the north line of Lot 12 in said Block 17 of said subdivision, to the northeast corner of said Lot 12; thence southerly, along the east line of said Lot 12, to the northwest corner of the southern portion of Lot 11 in said Block 17 of said subdivision; thence northeasterly, along the northerly line of said southern portion of Lot 11, to the centerline of the right-of-way of South Cornell Avenue; thence southeasterly, along the centerline of the right-of-way of South Cornell Avenue, to its intersection with the northerly line extended westerly, of Lot 5 in Baker's Subdivision of Lots 18 to 22, inclusive, in Block 18 of Hyde Park, a subdivision of the east half of the southeast quarter and the east half of the northeast fractional quarter of Section 11 and the north part of the southwest fractional quarter of Section 12 and the northeast quarter of the northeast quarter of Section 14-38-14; thence northeasterly, along said line, the northerly line of said Lot 5, the northerly line of Lot 6 in the same subdivision, and an extension of the northerly line of said Lot 6, a distance of 370 feet to the centerline of the right-of-way of South Hyde Park Boulevard (East East End Avenue); thence southeasterly, along the centerline of the right-of-way of East Hyde Park Boulevard (East East End Avenue), to the centerline of the right-of-way of East 53rd Street; thence easterly, along the centerline of the right-of-way of East 53rd Street, to the east line, extended north of Lot 1 in S. T. Cooper's Subdivision of the west 161 feet of Block 35 in a subdivision of land in Section 12-38-14 marked "Grounds of the Presbyterian Theological Seminary of the Northwest" on the recorded plat of Hyde Park, a subdivision of the east half of the southeast quarter and the east half of the northeast fractional quarter of Section 11 and the north part of the southwest fractional quarter of Section 12 and the northeast quarter of the northeast quarter of Section 14-38-14; thence southerly, along said east line of said Lot 1 and the northerly 50 feet of the east line of Lot 2 in said subdivision, a distance of 215.5 feet; thence westerly, along a line parallel with and 6 feet north of the south line of said Lot 2, continuing along this same line, extended, a distance of 184.5 feet to the centerline of the right-of-way of South Hyde Park Boulevard (East East End Avenue); thence northerly, along the centerline of the right-of-way of South Hyde Park Boulevard (East East End Avenue), to a point 100 feet south of the south right-of-way line of East 53rd Street; thence westerly, along a line parallel to and 100 feet south of the south right-of-way line of East 53rd Street, a distance of 192.5 feet; thence southerly, along a line parallel with and 150 feet west of the west right-of-way line of South Hyde Park Boulevard (East East End Avenue), a distance of 50 feet; thence westerly, along a line parallel to and 150 feet south of the south right-of-way line of East 53rd Street, to a point 132 feet east of the

east right-of-way line of South Cornell Avenue; thence northerly, along a line parallel to and 132 feet east of the east right-of-way line of South Cornell Avenue, a distance of 190 feet to the centerline of the right-of-way of East 53rd Street; thence westerly, along the centerline of the right-of-way of East 53rd Street, a distance of 306.57 feet; thence southerly, along a line parallel to and 94.57 feet west of the west right-of-way line of South Cornell Avenue, a distance of 92.7 feet; thence westerly, along a line parallel to and 92.7 feet south of the south right-of-way line of East 53rd Street, a distance of 9.6 feet; thence southerly, along a line parallel to and 104.17 feet west of the west right-of-way line of South Cornell Avenue, a distance of 57.3 feet to the north line of Lot 5 of Block 33 of South Hyde Park, a subdivision of the east half of the southeast quarter and the east half of the northeast fractional quarter of Section 11 and the north part of the southwest fractional quarter of Section 12 and the northeast quarter of the northeast quarter of Section 14-38-14; thence westerly, along the north line of said Lot 5, a distance of 45.43 feet; thence southerly, along a line parallel to and 150 feet west of the west right-of-way line of South Cornell Avenue, a distance of 50 feet to the south line of said Lot 5; thence westerly, along the south line of said Lot 5, continuing along this same line, extended, to the east right-of-way line of South Lake Park Avenue; thence southerly, along the easterly right-of-way line of South Lake Park Avenue, to the north line, extended west, of Henry W. Snyder's Subdivision of the south 30 feet of Lot 9 and the north 20 feet of Lot 10 in Block 1 of the Illinois Central Subdivision of the west part of the southwest 14.09 acres in the southwest fractional quarter of Section 12 and the west part of the northwest 17.93 acres in the northwest fractional quarter of Section 13-38-14; thence easterly, along said line, to the centerline of the right-of-way of South Cornell Avenue; thence northerly, along the centerline of the right-of-way of South Cornell Avenue, a distance of 45 feet; thence easterly, along a line parallel to and 95 feet north of the north right-of-way line of East 55th Street, a distance of 190 feet to the west line of the alley next east of and parallel to South Cornell Avenue; thence southerly, along said west alley line, a distance of 25 feet; thence easterly, along a line parallel to and 70 feet north of the north right-of-way line of East 55th Street, a distance of 251 feet to the east right-of-way line of South Hyde Park Boulevard (East End Avenue); thence southerly, along the east right-of-way line of South Hyde Park Boulevard (East End Avenue), a distance of 10 feet; thence easterly, along a line parallel to and 60 feet north of the north right-of-way line of East 55th Street, a distance of 142 feet; thence southerly, along a line parallel to and 142 feet east of the east right-of-way line of South Hyde Park Boulevard (East End Avenue) a distance of 93 feet to the centerline of the right-of-way of East 55th Street; thence easterly, along the centerline of the right-of-way of East 55th Street, a distance of 200.5 feet to the centerline of the right-of-way of South Everett Avenue; thence northerly, along the centerline of the right-of-way of South Everett Avenue, a distance of 133 feet; thence easterly, along a line parallel to and 100 feet north of the north right-of-way line of East 55th

Street, a distance of 184.5 feet to the west line of the alley next east of and parallel to South Everett Avenue; thence southerly, along said west alley line, a distance of 166 feet to the south right-of-way line of East 55th Street; thence easterly, along the south right-of-way line of East 55th Street, a distance of 27 feet, to a point 169 feet east of the east right-of-way line of South Everett Avenue; thence southerly, along a line parallel to and 169 feet east of the east right-of-way line of South Everett Avenue, a distance of 187 feet; thence westerly, along a line parallel to and 187 feet south of the south right-of-way line of East 55th Street, a distance of 211.5 feet to the centerline of the right-of-way of South Everett Avenue; thence northerly, along the centerline of the right-of-way of South Everett Avenue, to a point 78 feet south of the south right-of-way line of East 55th Street; thence westerly, along a line parallel to and 78 feet south of the south right-of-way line of East 55th Street, to a point 150 feet west of the west right-of-way line of South Everett Avenue; thence northerly, along a line parallel to and 150 feet west of the west right-of-way line of South Everett Avenue, a distance of 31 feet to a point 47 feet south of the south right-of-way line of East 55th Street; thence westerly, along a line parallel to and 47 feet south of the south right-of-way of East 55th Street, a distance of 192.5 feet to the centerline of the right-of-way of South Hyde Park Boulevard (East End Avenue); thence northerly, along the centerline of the right-of-way of South Hyde Park Boulevard (East End Avenue) a distance of 80 feet to the centerline of the right-of-way of East 55th Street; thence westerly, along the centerline of the right-of-way of East 55th Street, a distance of 208.5 feet to the west line, extended north, of the alley next west of and parallel to South Hyde Park Boulevard (East End Avenue); thence southerly, along said west alley line, a distance of 90.07 feet; thence westerly, along a line parallel to and 57.07 feet south of the south right-of-way line of East 55th Street, a distance of 190 feet to the centerline of the right-of-way of South Cornell Avenue; thence southerly, along the centerline of the right-of-way of South Cornell Avenue, a distance of 6.93 feet; thence westerly, along a line parallel to and 64 feet south of the south right-of-way line of East 55th Street and said line extended, to the easterly right-of-way line of South Lake Park Avenue; thence southerly, along the easterly right-of-way line of South Lake Park Avenue, to the south line, extended east, of Lot 23 in Block 56 of Hyde Park, a subdivision of the east half of the southeast quarter and the east half of the northeast fractional quarter of Section 11 and the north part of the southwest fractional quarter of Section 12 and the northeast quarter of the northeast quarter of Section 14-38-14; thence westerly, along said south line of said Lot 23, to the centerline of the right-of-way of South Harper Avenue; thence northerly, along the centerline of the right-of-way of South Harper Avenue, to the centerline of the right-of-way of East 55th Street; thence westerly along the centerline of the right-of-way of East 55th Street to its intersection with the west line, extended south, of Lot 15 of Chicago Land Clearance Commission No. 1, a subdivision of part of the southeast quarter of Section 11 and part of

the northeast quarter of Section 14-38-14; thence northerly, along said west line of said Lot 15, to a point 270 feet south of the south right-of-way line of East 54th Place; thence westerly, along a line parallel to and 270 feet south of the south right-of-way line of East 54th Place, to the centerline of the right-of-way of South Harper Avenue; thence northerly, along the centerline of the right-of-way of South Harper Avenue, a distance of 303 feet to the centerline of the right-of-way of East 54th Place; thence easterly, along the centerline of the right-of-way of East 54th Place, to a point 150.75 feet east of the east right-of-way line of South Harper Avenue; thence northerly, along a line parallel to and 150.75 feet east of the east right-of-way line of South Harper Avenue, to a point 125.21 feet south of the south right-of-way line of East 54th Street; thence easterly, along a line parallel to and 125.21 feet south of the south right-of-way line of East 54th Street, a distance of 70.47 feet; thence northerly along a line parallel to and 220.9 feet east of the east right-of-way line of South Harper Avenue, a distance of 158.21 feet to the centerline of the right-of-way of East 54th Street; thence westerly, along the centerline of the right-of-way of East 54th Street, to a point 180 feet east of the east right-of-way line of South Harper Avenue; thence northerly, along a line parallel to and 180 feet east of the east right-of-way line of South Harper Avenue, a distance of 143 feet; thence westerly, along a line parallel to and 110 feet north of the north right-of-way line of East 54th Street, a distance of 8 feet; thence northerly, along a line parallel to and 172 feet east of the east right-of-way line of South Harper Avenue, a distance of 265 feet; thence westerly, along a line parallel to and 85 feet south of the south right-of-way line of East 53rd Street, a distance of 205 feet to the centerline of the right-of-way of South Harper Avenue; thence southerly, along the centerline of the right-of-way of South Harper Avenue, a distance of 65 feet to the south line of the alley next south of and parallel to East 53rd Street, extended east; thence westerly, along said south alley line and said line extended west, a distance of 233 feet; thence northerly, along a line parallel to and 100 feet east of the east right-of-way line of South Blackstone Avenue, a distance of 14 feet; thence westerly, along a line parallel to and 136 feet of the south right-of-way line of East 53rd Street, a distance of 133 feet to the centerline of the right-of-way of South Blackstone Avenue; thence southerly, along the centerline of the right-of-way of South Blackstone Avenue, a distance of 14.68 feet to the south line, extended east, of Lot 1 in Collins & Morris' Subdivision of Lots 1, 2, 3 and the east 10 feet of Lots 16, 17 and 18 of Block 29 of Hyde Park, a subdivision of the east half of the southeast quarter and the east half of the northeast fractional quarter of Section 11 and the north part of the southwest fractional quarter of Section 12 and the northeast quarter of the northeast quarter of Section 14-38-14; thence westerly, along said south line and the south line of Lot 16 in Block 29 of Hyde Park, a subdivision of the east half of the southeast quarter and the east half of the northeast fractional quarter of Section 11 and the north part of the southwest fractional quarter of Section 12 and the northeast

quarter of the northeast quarter of Section 14-38-14, a distance of 366.5 feet to the centerline of the right-of-way of South Dorchester Avenue; thence northerly, along the centerline of the right-of-way of South Dorchester Avenue, to a point 100 feet south of the south right-of-way line of East 53rd Street; thence westerly, along a line 100 feet south of the south right-of-way line of East 53rd Street, a distance of 100 feet; thence southerly, along a line parallel to and 100 feet west of the west right-of-way line of South Dorchester Avenue, a distance of 50 feet; thence westerly, along a line parallel to and 150 feet south of the south right-of-way line of East 53rd Street, to a point 178 feet east of the east right-of-way line of South Kimbark Avenue; thence southerly, along a line parallel to and 178 feet east of the east right-of-way line of South Kimbark Avenue, a distance of 74 feet to a point 224 feet south of the south right-of-way line of East 53rd Street; thence westerly, along a line parallel to and 224 feet south of the south right-of-way line of East 53rd Street, a distance of 211 feet to the center line of the right-of-way of South Kimbark Avenue; thence northerly, along the centerline of the right-of-way of South Kimbark Avenue, a distance of 264 feet to the centerline of the right-of-way of East 53rd Street; thence westerly, along the centerline of the right-of-way of East 53rd Street, a distance of 441.42 feet to the centerline of the right-of-way of South Woodlawn Avenue; thence northerly, along the centerline of the right-of-way of South Woodlawn Avenue, a distance of 260 feet to the south line, extended west, of the alley parallel to and next north of East 53rd Street; thence easterly, along said extended line and said south alley line, a distance of 440.69 feet to the centerline of the right-of-way of South Kimbark Avenue; thence southerly, along the centerline of the right-of-way of South Kimbark Avenue, a distance of 80 feet; thence easterly, along a line parallel to and 140 feet north of the north right-of-way line of East 53rd Street, a distance of 33 feet to the east right-of-way line of South Kimbark Avenue; thence northerly, along the east right-of-way line of South Kimbark Avenue, a distance of 10 feet to the south line of the alley parallel to and next north of East 53rd Street; thence easterly, along said south alley line and said line extended east, to its intersection with the easterly right-of-way line of South Kenwood Avenue; thence northerly, along the easterly right-of-way line of South Kenwood Avenue, to a point 160 feet north of the north right-of-way line of East 53rd Street; thence easterly, along a line parallel to and 160 feet north of the north right-of-way line of East 53rd Street, a distance of 404 feet to a point 150 feet west of the west right-of-way line of South Blackstone Avenue; thence northerly, along a line parallel to and 150 feet west of the west right-of-way line of South Blackstone Avenue, a distance of 50 feet to a point 210 feet north of the north right-of-way line of East 53rd Street; thence easterly, along a line parallel to and 210 feet north of the north right-of-way line of East 53rd Street, a distance of 366 feet to a point 150 feet west of the west right-of-way line of South Harper Avenue; thence northerly, along a line parallel to and 150 feet west of the west right-of-way line of South Harper Avenue, a distance of 283 feet to the centerline of the right-of-way of East 52nd Street; thence

easterly, along the centerline of the right-of-way of East 52nd Street, a distance of 346 feet to a point 130 feet east of the east right-of-way line of South Harper Avenue; thence northerly, along a line parallel to and 130 feet east of the east right-of-way line of South Harper Avenue, a distance of 193 feet; thence westerly, along a line parallel to and 160 feet north of the north right-of-way line of East 52nd Street, a distance of 163 feet to the centerline of the right-of-way of South Harper Avenue; thence northerly, along the centerline of the right-of-way of South Harper Avenue, a distance of 125 feet to a point 158 feet south of the south right-of-way line of East Hyde Park Boulevard; thence westerly, along a line parallel to and 158 feet south of the south right-of-way line of East Hyde Park Boulevard, a distance of 183 feet; thence northerly, along a line parallel to and 150 feet west of the west right-of-way line of South Harper Avenue, a distance of 208 feet to the centerline of the right-of-way of East Hyde Park Boulevard; thence easterly, along the centerline of the right-of-way of East Hyde Park Boulevard, to the point of beginning.

AUTHORIZATION FOR ISSUANCE OF CITY OF CHICAGO TAX INCREMENT ALLOCATION REVENUE BONDS AND EXECUTION OF REDEVELOPMENT AGREEMENT FOR LINCOLN-BELMONT-ASHLAND REDEVELOPMENT PROJECT AREA.

The Committee on Finance submitted the following report:

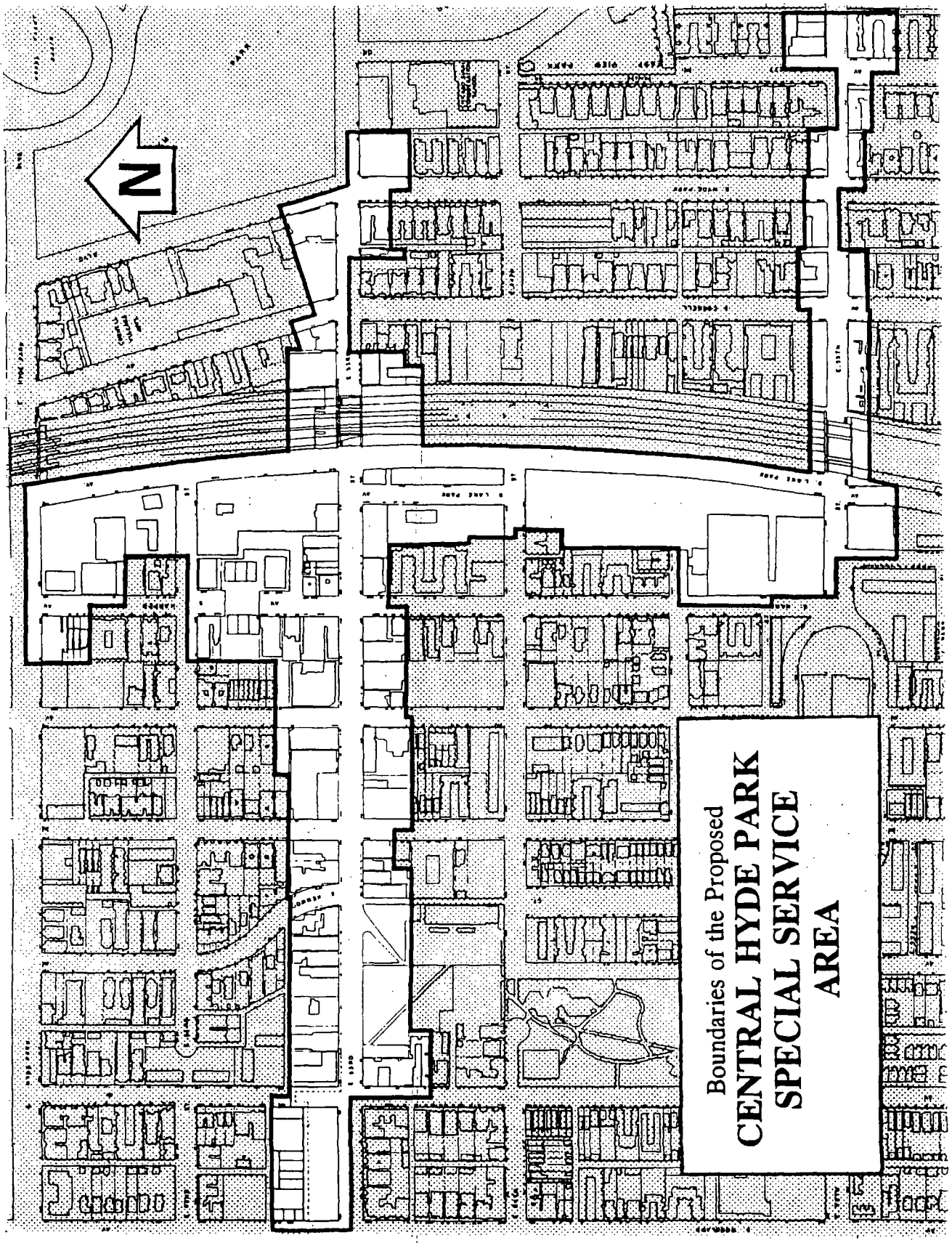
CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance concerning the authority to issue Tax Increment Allocation Revenue Bonds and to execute a redevelopment agreement for the Lincoln-Belmont-Ashland Redevelopment Project Area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

(Continued on page 62327)

Exhibit 2.


N
Boundaries of the Proposed
CENTRAL HYDE PARK
SPECIAL SERVICE
AREA

(Continued from page 62325)

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago, Illinois (the "City") desires to implement tax increment allocation financing pursuant to the Tax Increment Allocation Redevelopment Act, as amended, constituting Division 74.4 of Article 11 of the Illinois Municipal Code (the "Act") for the Redevelopment Plan (as defined in this Ordinance) heretofore approved and adopted pursuant to an ordinance adopted by the City Council of the City on November 2, 1994 and entitled: "An Ordinance Of The City Of Chicago, Illinois Approving And Adopting A Redevelopment Plan And Redevelopment Project For The Lincoln-Belmont-Ashland Tax Increment Financing Redevelopment Project Area" the ("Redevelopment Ordinance"); and

WHEREAS, The City has, by an ordinance adopted by the City Council of the City on November 2, 1994, and entitled: "An Ordinance Of The City Of Chicago, Illinois Designating The Lincoln-Belmont-Ashland Tax Increment Financing Redevelopment Project Area Of Said City A Redevelopment

Project Area Pursuant To The Tax Increment Allocation Redevelopment Act" (the "Designation Ordinance"), designated a portion of the City as a "redevelopment project area" (as defined in the Act) known as the Lincoln-Belmont-Ashland Redevelopment Project Area (the "Redevelopment Project Area") as provided in the Act; and

WHEREAS, The City has, by an ordinance adopted by the City Council of the City on November 2, 1994, and entitled: "An Ordinance Of The City Of Chicago, Illinois Adopting Tax Increment Allocation Financing For Lincoln-Belmont-Ashland Tax Increment Financing Redevelopment Project Area" (the "T.I.F. Adoption Ordinance"), adopted tax increment allocation financing to pay "redevelopment project costs" (as defined in the "Act") as set forth in the Redevelopment Plan for the Redevelopment Project Area and directed that the allocation of ad valorem taxes arising from levies by taxing districts upon the taxable real property in the Redevelopment Project Area and tax rates be divided in accordance with the Act and as described in the T.I.F. Adoption Ordinance; and

WHEREAS, The City Council of the City has determined that it is necessary and in the best interest of the City that the City issue tax increment allocation bonds for the purposes of paying a portion of the Project Costs (as defined in this Ordinance) for the Project (as defined herein); now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Definitions and Interpretation. (a) Definitions. The following words and terms used in this Ordinance shall have the following meanings unless the context or use indicates another or different meaning:

"Act" means the Tax Increment Allocation Redevelopment Act of the State of Illinois, Division 74.4 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-74.4-1, et seq., as amended and supplemented from time to time.

"Additional Bonds" means any bonds issued in the future pursuant to Section 13 of this Ordinance on a parity with and sharing ratably and equally in the Pledged Revenues with the Bonds.

"Aggregate Certified Initial Equalized Assessed Value" means the aggregate of the Certified Initial Equalized Assessed Value of each piece of property in the Redevelopment Project Area.

"Bond Closing Date" means the date on which there is delivery by the City of, and payment for, the Bonds.

"Bond Year" means a 12-month period commencing on January 1 of each calendar year and ending on December 31 of the calendar year,

provided, however, that the initial Bond Year with respect to the Bonds shall commence on the Dated Date and end as of December 31, 1994.

"Bonds" means the Tax Increment Allocation Bonds (Lincoln-Belmont-Ashland Redevelopment Project), Taxable Series 1994A authorized under this Ordinance.

"Capital Appreciation Bonds" means any Bonds payable as to principal and interest in one payment on a fixed date.

"Certified Initial Equalized Assessed Value" means the initial equalized assessed value of each taxable lot, block, tract or parcel of real property encompassed within the Redevelopment Project Area as of the date of adoption of the T.I.F. Adoption Ordinance, as certified by the Clerk of the County of Cook, Illinois in accordance with Section 11-74.4-9 of the Act.

"City" means the City of Chicago, and its successors and assigns.

"Compound Accreted Value" means, with respect to any Capital Appreciation Bond or Deferred/Current Interest Bond, as of any date of calculation, its original principal amount plus the investment return accrued to such date of determination at a semiannual compounding rate which is necessary to produce (i) the yield to maturity borne by such Capital Appreciation Bond (the "Yield to Maturity") or (ii) the yield to the Conversion Date borne by such Deferred/Current Interest Bond (the "Yield to Conversion Date").

"Conversion Amount" means the Compound Accreted Value of a Deferred/Current Interest Bond of the Conversion Date.

"Conversion Date" means January 1, 1998.

"Current Interest Bonds" means any Bonds payable as to principal on a fixed date or dates with interest payable semiannually on January 1 and July 1 of each year.

"Dated Date" means the dated date of the Bonds as designated in the Determination Certificate.

"Debt Service Reserve Requirement" means as of the date of calculation, any amount of money required to be deposited in the credit of the Reserve and Redemption Account, as provided in the Determination Certificate with respect to the Bonds, as such amount may be increased in accordance with terms of a Determination Certificate with respect to any Additional Bonds.

"Deferred/Current Interest Bond" means any Bond that accrues interest to the Conversion Date and thereafter is payable as to principal on a fixed

date or dates with interest payable semiannually on January 1 and July 1 of each year commencing on July 1, 1998.

"Designated Officer" means the City Comptroller or his or her designees or assigns.

"Determination Certificate" means the certificate of the Designated Officer, filed with the office of the City Clerk, addressed to the City Council of the City, as provided in Section 6 of this Ordinance.

"Developer" means collectively, Lincoln, Ashland & Belmont, L.L.C., Lincoln, Ashland & Belmont -- Lofts, L.L.C. and Lincoln, Ashland & Belmont -- Townhomes, L.L.C., each a Delaware limited liability corporation, and their successors and assigns under the Redevelopment Agreement.

"Government Securities" means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America; or any other receipt, certificate or other evidence of an ownership interest in obligations or in specified portions thereof (which may consist of specified portions of principal or interest on any of such obligations) of the character described in this definition as long as the receipt, certificate or other evidence of an ownership interest represents a direct interest in future principal or interest payments on obligations unconditionally guaranteed by the United States of America and such obligations are held by a custodian in safe keeping on behalf of the registered owners of the receipt certificate or other evidence of ownership interest in them.

"Incremental Taxes" means the ad valorem taxes, if any, arising from the tax levies upon taxable real property in the Redevelopment Project Area by any and all taxing districts or municipal corporations having the power to tax real property in the Redevelopment Project Area, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the Aggregate Certified Initial Equalized Assessed Value.

"Incremental Taxes Fund" means the 1994 Lincoln-Belmont-Ashland Redevelopment Special Tax Allocation Fund of the City, a special tax allocation fund for the Redevelopment Project Area established pursuant to Section 11-74.4-8 of the Act and created by this Ordinance.

"Independent" when used with respect to any specified person means such person who is in fact independent and is not connected with the City as an officer, employee, underwriter, or person performing a similar function. Whenever it is provided in this Ordinance that the opinion or report of any Independent person shall be furnished, such person shall be appointed by the City, and such opinion or report shall state that the

signer has read this definition and that the signer is Independent within its meaning.

"Junior Lien Bonds" shall mean obligations of the City payable from Pledged Revenues which are specifically subordinate and junior to the Bonds and any Additional Bonds.

"Maximum Annual Debt Service" means at any given time of determination an amount equal to the maximum principal and interest requirement on the Bonds then outstanding in the then current or in any succeeding Bond Year by reason of stated maturities, scheduled mandatory prepayments or by operation of any mandatory sinking fund.

"Ordinance" means this ordinance as originally adopted and as the same may from time to time be amended or supplemented in accordance with its terms.

"Pledged Revenues" means Incremental Taxes and any other revenues from any source whatsoever designated to pay principal of, premium, if any, Compound Accreted Value and interest on the Bonds, including, without limitation, amounts on deposit in and pledged to various funds and accounts (other than the Program Expenses Account) as provided in this Ordinance, together with interest earnings thereon.

"Principal and Interest Requirements" means, for any Bond Year, the amount equal to the sum of (i) all principal (including mandatory sinking fund redemption payments) and interest payable on Current Interest Bonds and Deferred/Current Interest Bonds in such Bond Year, (ii) the Compound Accreted Value due with respect to any Capital Appreciation Bonds and Deferred/Current Interest Bonds in such Bond Year, and (iii) all principal and interest and all Compound Accreted Value due with respect to any Additional Bonds in such Bond Year.

"Program Expenses" means, in any Bond Year, all initial and ongoing administrative expenses related to or incurred in connection with the Bonds and any Additional Bonds, including, specifically, (i) the sum necessary to pay all costs and expenses of any Trustee, registrar or paying agent, and (ii) auditing fees incurred in connection with the preparation of the financial statements required pursuant to Section 10 of this Ordinance; but excluding, specifically, expenses of the City relating specifically to the administration of the Project.

"Project" means the redevelopment project approved by the Redevelopment Ordinance.

"Project Costs" means those costs included in the definition of "Redevelopment Project Costs" in the Act as in effect on the effective date of this Ordinance and shall also include any costs added to the definition of "Redevelopment Project Costs" in the Act from time to time after the

effective date of this Ordinance; in no event, however, shall the removal of a cost from the definition of "Redevelopment Project Costs" from and after the effective date of this Ordinance cause such cost not to be a "Project Cost" within the meaning of this Ordinance.

"Qualified Financial Institution" means the Trustee and any bank, trust company, national banking association, insurance company or other financial services company whose long-term debt obligations or whose claims paying abilities are rated in any of the three highest rating categories (without reference to subcategories) by a Rating Agency. For purposes of this definition, the term "financial services company" shall include any investment banking firm or any affiliate or division of an investment banking firm which may be legally authorized to enter into the transaction described in this Ordinance pertaining, applicable or limited to a Qualified Financial Institution.

"Qualified Investments" means Government Securities and any of the other following securities which at the time of investment of any amounts in any Fund or Account established pursuant to this Ordinance are legal investments under the laws of the State of Illinois for such Fund or Account:

(a) obligations of the Export-Import Bank of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Finance Bank, the Federal Intermediate Credit Banks, Banks of Cooperatives, Federal Land Banks, Federal Home Loan Banks, the Farmers Home Administration, the Federal Farm Bank and the Federal Home Loan Mortgage Association, including obligations of any other agency or corporation which has been or may be created pursuant to an Act of Congress as an agency or instrumentality of the United States of America which obligations of such agency or corporation have been approved for inclusion among such a list of agency or corporation obligations by the Rating Agency, if any, which at the time maintains a rating of any of the Bonds; or any other receipt, certificate or other evidence of an ownership interest in obligations or in specified portions of any such obligations (which may consist of specified portions of the interest on any such obligations) of the character described in this clause (a), which receipt, certificate or other evidence of an ownership interest shall be first approved by the Rating Agency, if any, which at the time maintains a rating of any of the Bonds for inclusion in obligations of the types described in this clause (a);

(b) direct and general obligations of the State of Illinois;

(c) direct and general obligations of any state, other than Illinois, which obligations are rated in either of the two highest rating categories by (i) the Rating Agency, if any, which at the time maintains a rating of any of the Bonds or (ii) any nationally recognized rating agency other

than a Rating Agency if a Rating Agency at the time does not maintain a rating of any Bonds;

(d) repurchase agreements for obligations described in the definition of Government Securities and in clause (a) of this definition, provided that the entity which agrees to repurchase such obligations from the City must be a Qualified Financial Institution or a government bond dealer reporting to, trading with and recognized as a primary dealer by a Federal Reserve Bank, in any case with capital and surplus aggregating at least $50,000,000, and provided that the agreement provides for the City to be secured by such obligations (by delivery to the Trustee or its agent in that capacity or by other steps which, as evidenced by an opinion of counsel not directly employed by the City, shall have the effect of securing the Trustee to the same effect as if it or its agent in that capacity were the registered owner of the underlying obligations) with a market value at least equal to the repurchase amount;

(e) negotiable or non-negotiable time deposits evidenced by certificates of deposit, or investment agreements, or similar banking arrangements, issued or made by banks, savings and loan associations, trust companies or national banking associations (which may include the Trustee) which are members of the Federal Deposit Insurance Corporation or any successor agency to the Federal Deposit Insurance Corporation, provided that such time deposits, investment agreements or similar banking arrangements in any such bank, savings and loan association, trust company or national banking association either (i) are continuously secured by obligations described in the definition of Government Securities or in subparagraphs (a), (b) or (c) of this definition (by physical delivery to the Trustee or its agent in that capacity or by other steps which, as evidenced by an opinion of counsel not directly employed by the City, shall have the effect of securing the Trustee to the same effect as if it or its agent were in that capacity the physical holder of the underlying obligations), and provided that such obligations at all times have a market value at least equal to the maturity value of the deposits so secured, including accrued interest, (ii) are continuously and fully insured by the Federal Deposit Insurance Corporation, or (iii) are rated in the highest rating category by (x) the Rating Agency, if any, which at the time maintains a rating on such deposits, investment agreements or similar banking arrangement or (y) any nationally recognized rating agency other than a Rating Agency if a Rating Agency does not maintain a rating of such deposits, investment agreements or similar banking arrangements;

(f) money market funds investing solely in Government Securities; and

(g) investment agreements with Qualified Financial Institutions.

"Rating Agency" means any of Standard & Poor's Rating Group, Moody's Investors Services, Inc., Duff & Phelps Rating Co. or Fitch Investors Services, Inc., and their respective successors and assigns.

"Redevelopment Agreement" means that certain Lincoln-Belmont-Ashland Redevelopment Agreement, by and between the City and the Developer, the form of which is attached to this Ordinance as Exhibit B.

"Redevelopment Plan" means the comprehensive program of the City for the Redevelopment Project Area approved by the City Council of the City pursuant to the Redevelopment Ordinance, and together with any further amendments and supplements to it.

"Redevelopment Project Area" means the Lincoln-Belmont-Ashland Redevelopment Project Area described more fully in Exhibit A attached to this Ordinance and designated by the City Council of the City pursuant to the Designation Ordinance.

"Representation Letter" shall have the meaning set forth in Section 4(c) of this Ordinance.

"T.I.F. Improvements" means public and private improvements constructed within the Redevelopment Project Area.

"Treasurer" means the City Treasurer of the City.

"Trustee" means a banking institution located in Chicago, Illinois and designated by the Designated Officer in the Determination Certificate, and its successors and assigns.

(b) Interpretation. Reference to sections and other subdivisions of this Ordinance are to the designated sections and other subdivisions of this Ordinance as originally adopted. The headings of this Ordinance are for convenience of reference only, and do not define or limit the provisions hereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. All references to any document defined in this Section 1 shall be deemed to include all supplements and amendments to any such document entered into in accordance with the terms thereof. All references to any person or entity defined in Section 1 shall be deemed to include any person or entity succeeding to the rights, duties and obligations of such person or entity.

Whenever reference shall be made to the "principal of the Bonds" or to words of similar effect, such reference shall be deemed to include (i) the Compound Accreted Value in the case of Capital Appreciation Bonds and Deferred/Current Interest Bonds (if prior to any applicable Conversion Date) and (ii) the Conversion Amount in the case of Deferred/Current Interest Bonds (after any applicable Conversion Date).

SECTION 2. Findings and Determinations. It is found and declared by the City Council of the City as follows:

(a) The City has designated the Redevelopment Project Area as a "redevelopment project area" within the meaning of the Act.

(b) Pursuant to Section 11-74-.4-7 of the Act, the city is authorized to issue bonds to pay Project Costs and to refund or repurchase obligations previously issued by the City under the Act, provided that the last maturity of any obligation matures not later than 20 years from its respective date and not later than 23 years after the date of the adoption of the Redevelopment Ordinance.

(c) Pursuant to the Redevelopment Ordinance, the City approved the Redevelopment Plan respecting the Redevelopment Project Area.

(d) Pursuant to the Designation Ordinance, the City designated the Redevelopment Project Area as a "redevelopment project area" within the meaning of the Act.

(e) Pursuant to the T.I.F. Adoption Ordinance, the City approved tax increment allocation financing for the Redevelopment Project Area.

(f) It is necessary and in the best interest of the City to borrow money for the purposes of (i) paying a portion of the Project Costs which have been approved for the Redevelopment Project Area, including the City's administrative fee contemplated in the Redevelopment Agreement, (ii) paying certain expenses incurred in connection with the issuance of the Bonds and (iii) providing any required deposit to the Reserve and Redemption Account.

(g) The City is authorized under the Act to issue Bonds for the purposes set forth in subparagraph (f) above.

(h) The City has determined and hereby does determine that it is necessary and desirable to issue the Bonds as provided in this Ordinance.

SECTION 3. Authorization of the Bonds. There shall be issued by the City, for the purposes set forth in this Ordinance, "Tax Increment Allocation

Bonds (Lincoln-Belmont-Ashland Redevelopment Project), Taxable Series 1994A" (the "Bonds") in an original aggregate principal amount of not to exceed $8,000,000. The Bonds shall have the terms and provisions set forth in this Ordinance and the Determination Certificate. Additional Bonds sharing ratably and equally with the Bonds in the Pledged Revenues may be issued pursuant to the provisions of an ordinance supplemental to this Ordinance, subject to the terms and conditions set forth in Section 13 of this Ordinance. The proceeds of the Bonds are hereby appropriated for the purposes set forth in Section 2(f) of this Ordinance, including the payment of the City's administrative fee contemplated in the Redevelopment Agreement, which administrative fee is hereby appropriated for economic development purposes as determined by the Commissioner of the Department of Planning and Development.

SECTION 4. General Terms And Provisions Of Bonds.

(a) Medium Of Payment; Form And Date.

(i) The Bonds shall be issued as serial Current Interest Bonds, as term Current Interest Bonds subject to mandatory sinking fund redemption, as serial Capital Appreciation Bonds, as term Capital Appreciation Bonds subject to mandatory sinking fund redemption, as serial Deferred/Current Interest Bonds, as term Deferred/Current Interest Bonds subject to mandatory sinking fund redemption, or any combination of the foregoing.

(ii) Any Bonds issued as Current Interest Bonds shall be issued initially in fully registered form without coupons in denominations of $5,000 or any integral multiple of that amount. Any Bonds issued as Capital Appreciation Bonds shall be issued initially in fully registered form without coupons in denominations of $5,000 at maturity or any integral multiple of that amount. Any Bonds issued as Deferred/Current Interest Bonds shall be issued initially in fully registered form without coupons in denominations of $5,000 upon the Conversion Date or any integral of that amount and after the Conversion Date in denominations of $5,000 or any integral multiple of that amount. The Bonds shall be numbered as provided in the Determination Certificate. No single Bond shall represent Compound Accreted Value maturing on more than one date.

(iii) Current Interest Bonds shall be dated as of the Dated Date. Current Interest Bonds exchanged or transferred before the first interest payment date shall be dated as of the Dated Date. Current Interest Bonds delivered in exchange for other Bonds on or after that first interest payment date shall be dated as of their date of exchange or transfer if exchanged or transferred on an interest payment date, or if not exchanged or transferred on such a date, shall be dated as of the interest payment date next preceding their date of exchange or transfer.

However, notwithstanding the previous sentence, if the interest on such Bonds shall be in default, as shown by the records of the Trustee, Bonds delivered in fully registered form in exchange or transfer for Current Interest Bonds exchanged or transferred in default shall be dated as of the Dated Date or the date to which interest has been paid in full on the Bonds surrendered, whichever date is later. Capital Appreciation Bonds and Deferred/Current Interest Bonds shall be dated as of the date they are initially issued and delivered to the initial purchasers from the City.

(iv) Each Current Interest Bond shall bear interest from its date, until the principal amount of such Bond is paid, such interest (computed on the basis of a 360-day year of twelve 30-day months) being payable on January 1 and July 1 of each year, with the first interest payment date being the January 1 or July 1 determined by the Designated Officer at the time of sale of the Current Interest Bonds. Each Capital Appreciation Bond shall bear interest from its date at the rate per year, compounded semiannually on each January 1 and July 1, with the first compounding date being the January 1 or July 1 determined by the Designated Officer at the time of sale of the Capital Appreciation Bonds, which will produce the Yield to Maturity until its maturity date. Interest on the Capital Appreciation Bonds shall be payable only at the respective maturity or redemption dates. Each Deferred/Current Interest Bond shall bear interest from its date to the Conversion Date at the rate per year compounded semiannually on each January 1 and July 1, with the first compounding date being the January 1 or July 1 determined by the Designated Officer at the time of sale of the Deferred/Current Interest Bonds, which will produce the Yield to Conversion Date until the Conversion Date, and thereafter shall bear interest on the Conversion Amount from the Conversion Date, until the Conversion Amount is paid (such interest computed on the basis of a 360-day year of twelve 30-day months) being payable on January 1 and July 1 of each year, with the first interest payment date being the January 1 or July 1 determined by the Designated Officer at the time of sale of the Deferred/Current Interest Bonds. After the Conversion Date interest on the Deferred/Current Interest Bonds shall be paid in the same manner as Current Interest Bonds.

(v) The Current Interest Bonds shall bear interest at a rate or rates, the Capital Appreciation Bonds shall have Yields to Maturity and the Deferred/Current Interest Bonds shall have Yields to Conversion Date and rate or rates after the Conversion Date, not in excess of twelve percent (12%) per year, as determined by the Designated Officer in the Determination Certificate.

(vi) The Bonds shall become due and payable on or before January 1, 2014, as determined by the Designated Officer in the Determination Certificate.

(vii) Interest on each Current Interest Bond and each Deferred/Current Interest Bond (after the Conversion Date) shall be paid in lawful money of the United States of America to the person in whose name such Bond is registered at the close of business on the fifteenth day of the month next preceding the interest payment date, by check or draft of the Trustee, or, at the option of any registered owner of $1,000,000 or more in aggregate principal amount of Current Interest Bonds or Deferred/Current Interest Bonds, by wire transfer of immediately available funds to such bank in the continental United States as the registered owner of such Bonds shall request in writing to the Trustee. The principal of and redemption premium, if any, on the Current Interest Bonds and the Deferred/Current Interest Bonds (after the Conversion Date) and the Compound Accreted Value of the Capital Appreciation Bonds and the Deferred/Current Interest Bonds (prior to the Conversion Date) shall be payable in lawful money of the United States of America upon the presentation and surrender of the Bonds at the principal corporate trust office of the Trustee.

(viii) All Bonds shall have a certificate of authentication substantially in the form as set forth in this Ordinance, duly executed by the Trustee as authenticating agent of the City and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Trustee by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by the Trustee if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued under this Ordinance. The Bonds shall have impressed on them the corporate seal (or imprinted on them a facsimile of the corporate seal) of the City and shall be signed by the manual or duly authorized facsimile signatures of the Mayor and City Clerk of the City, as they shall determine, and in case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

(b) Negotiability, Transfer, Exchange And Registry.

(i) All the Bonds issued under this Ordinance shall be negotiable, subject to provisions for registration and transfer contained in this Ordinance and in the Bonds. So long as any of the Bonds shall remain outstanding, the City shall maintain and keep, at the corporate trust office of the Trustee, books for the registration and transfer of Bonds. Upon presentation of any Bond for registration and transfer at that

office, the City shall register or cause to be registered in those books, and shall permit to be transferred on those books, under such reasonable regulations as it or the Trustee may prescribe, any Bond entitled to registration or transfer. So long as any of the Bonds remain outstanding, the City shall make all necessary provisions to permit the transfer and exchange of Bonds pursuant to this Ordinance at the corporate trust office of the Trustee. The Trustee is appointed Bond Registrar for the Bonds.

(ii) Each Bond shall be transferable only upon the books of the City, which shall be kept for that purpose at the corporate trust office of the Trustee. Such a transfer may be made by the registered owner of the Bonds in person or by the registered owner's agent duly authorized in writing, upon surrender of the Bond together with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner, or such registered owner's duly authorized agent. Upon the surrender for transfer of any such Bond, the City shall execute (and cause to be authenticated by the Trustee), and deliver (a) in the case of any Current Interest Bond or Deferred/Current Interest Bond (after the Conversion Date), a new fully registered Bond or Bonds of the same interest rate and maturity of authorized denominations, for the same aggregate principal amount, or (b) in the case of any Capital Appreciation Bond or Deferred/Current Interest Bond (prior to the Conversion Date), a new fully registered Bond or Bonds of the same maturity of authorized denominations, for the same aggregate original principal amount of Capital Appreciation Bond or Deferred/Current Interest Bond or Bonds of the same maturity of other authorized denominations. Any Current Interest Bond or Deferred/Current Interest Bond (after the Conversion Date) may be exchanged at the office of the Trustee for the same aggregate principal amount of Bonds of the same interest rate and maturity of other authorized denominations. Any Capital Appreciation Bond or Deferred/Current Interest Bond (prior to the Conversion Date) may be exchanged at that office of the Trustee for the same aggregate original principal amount of Bonds of the same maturity of other authorized denominations. The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond, and the Trustee shall be authorized to authenticate, date and deliver such Bond. However, (a) the principal amount of outstanding Current Interest Bonds of each maturity authenticated by the Trustee shall not exceed the authorized principal amount of Current Interest Bonds for such maturity less previous retirements and (b) after the Conversion Date, principal amount of outstanding Deferred/Current Interest Bonds of each maturity authenticated by the Trustee shall not exceed the Conversion Amount of Deferred/Current Interest Bonds of such maturity less previous retirements, (c) prior to the Conversion Date, the aggregate original principal amount of outstanding Deferred/Current Interest Bonds of each maturity authenticated by the Trustee shall not exceed the authorized aggregate original principal amount of Deferred/Current

Interest Bonds of such maturity less previous retirements and (d) the aggregate original principal amount of outstanding Capital Appreciation Bonds of each maturity authenticated by the Trustee shall not exceed the authorized aggregate original principal amount of Capital Appreciation Bonds of such maturity less previous retirements.

(iii) In all cases in which the privilege of transferring or exchanging Bonds is exercised, the City shall execute and cause to be authenticated and the Trustee shall deliver Bonds in accordance with the provisions of this Ordinance. All Bonds surrendered in any such transfer or exchange shall be canceled by the Trustee. For every such transfer of Bonds, whether temporary or definitive, the City or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge, other than one imposed by the City, required to be paid with respect to such transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer. No other charge shall be made by the City or the Trustee as a condition precedent to such transfer. The cost of preparing each Bond upon each transfer or exchange, and any other expenses of the City or the Trustee incurred in connection with the transfer (except any applicable tax, fee or other governmental charge, other than one imposed by the City), shall be paid by the City. The Trustee shall not be required to transfer or exchange any Current Interest Bond, Capital Appreciation Bond or Deferred/Current Interest Bond (a) during the period beginning at the close of business on the fifteenth day of the calendar month next preceding any interest payment date on such Current Interest Bond or Deferred/Current Interest Bond (after the Conversion Date) and ending on such interest payment date, (b) after notice calling such Bond for redemption has been mailed or (c) during a period of fifteen (15) days preceding mailing of a notice of redemption of such Bond.

(iv) The City and the Trustee may deem and treat the person in whose name any Bond shall be registered upon the books of the City as the absolute owner of such Bond, whether such Bond be overdue or not, for the purpose of receiving payment of, or on account of, the principal, redemption premium, if any, of and interest on such Bond and for all other purposes, and all such payments so made by any such registered owner or upon such registered owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Trustee shall be affected by any notice to the contrary. The City agrees to indemnify and save the Trustee harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence under this Ordinance in so treating such registered owner.

(c) Book-Entry System.

(i) The Bonds initially shall be issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds as provided in subparagraph (b) above. Upon initial issuance, the ownership of each such Bond shall be registered upon the books of the City in the name of Kray & Co., or any successor thereto ("Kray"), as nominee of Midwest Securities Trust Company, Chicago, Illinois, and its successors and assigns ("Midwest"). All of the outstanding Bonds may be registered upon the books of the City in the name of Kray, as nominee of Midwest, except as provided below. The Designated Officer is authorized to execute and deliver on behalf of the City such letters to or agreements with Midwest and the Trustee as shall be necessary to effectuate such book-entry system (any such letter or agreement being referred to in this Ordinance as the "Representation Letter").

(ii) With respect to Bonds registered upon the books of the City in the name of Kray, as nominee of Midwest, the City and the Trustee shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which Midwest holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to in this Ordinance as a "Midwest Participant") or to any person on behalf of whom such a Midwest Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of Midwest, Kray or any Midwest Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Midwest Participant or any other person, other than a registered owner of a Bond as shown upon the books of the City, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Midwest Participant or any other person, other than a registered owner of a Bond as shown upon the books of the City, of any amount with respect to principal of, redemption premium or interest on the Bonds. The City and the Trustee may treat and consider the person in whose name each Bond is registered upon the books of the City as the registered owner and absolute owner of such Bond for the purpose of payment of principal, redemption premium and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Trustee shall pay all principal of, redemption premium and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown upon the books of the City, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, redemption premium and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of a Bond as

shown upon the books of the City, shall receive a Bond certificate evidencing the obligation of the City to make payment of principal, redemption premium and interest with respect to any Bond. Upon delivery by Midwest to the Trustee of written notice to the effect that Midwest has determined to substitute a new nominee in place of Kray, and subject to the provisions in Section 4 of this Ordinance with respect to the payment of interest by the mailing of checks to the registered owners of Bonds at the close of business on the fifteenth day of the month next preceding the applicable interest payment date, the name "Kray" in this Ordinance shall refer to such new nominee of Midwest.

(iii) In the event that (i) the Designated Officer determines that Midwest is incapable of discharging its responsibilities described in this Ordinance and in the Representation Letter, (ii) the agreement among the City, the Trustee and Midwest evidenced by the Representation Letter shall be terminated for any reason, or (iii) the Designated Officer determines that it is in the best interest of the owners of the Bonds that they be able to obtain certificated Bonds, the City shall notify Midwest, and may notify Midwest Participants, of the availability through Midwest of Bond certificates and the Bonds shall no longer be restricted to being registered upon the books of the City in the name of Kray, as nominee of Midwest. At that time, the Designated Officer may determine that the Bonds shall be registered in the name of and deposited with such other depository operating a universal book-entry system, as may be acceptable to the Designated Officer, or such depository's agent or designee, and if the Designated Officer does not select such alternate universal book-entry system, then the Bonds may be registered in whatever name or names of registered owners of Bonds transferring or exchanging such Bonds shall designate, in accordance with the provisions of Section 4 of this Ordinance.

(iv) Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Kray, as nominee of Midwest, all payments with respect to principal of, redemption premium and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

(d) Bonds Mutilated, Destroyed, Stolen or Lost. In the case any Bond shall become mutilated or be destroyed, stolen or lost, the City shall execute and cause to be authenticated and delivered by the Trustee a replacement Bond of the same date, maturity, denomination and original principal amount (in the case of Capital Appreciation Bonds or Deferred/Current Interest Bonds prior to the Conversion Date) or principal amount (in the case of Current Interest Bonds or Deferred/Current Interest Bonds after the Conversion Date) as the Bond so mutilated, destroyed, stolen or lost (but numbered or lettered so as to indicate that it is a replacement Bond), in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated

Bond or in lieu of and in substitution for the Bond destroyed, stolen or lost, upon filing with the City of evidence satisfactory to the City and the Trustee that such Bond has been destroyed, stolen or lost and proof of ownership of such Bond, and upon furnishing the City with indemnity satisfactory to it and complying with such other reasonable regulations as the City may prescribe and paying such expenses as the City may incur. All mutilated Bonds so surrendered to the City shall be canceled by it.

(e) Preparation of Definitive Bonds; Temporary Bonds. Until definitive Bonds are prepared, the City may execute and cause to be authenticated by the Trustee in the same manner as is provided in this Ordinance, and deliver, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds (except as to the denominations), one or more temporary Bonds, substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in denominations of $5,000 or integral multiples of that amount, in the case of Current Interest Bonds or Deferred/Current Interest Bonds (after the Conversion Date), and in denominations equal to the original principal amount or any integral multiple of that amount, each such original principal amount representing Compound Accreted Value at maturity or upon conversion of $5,000 or any integral multiple of that amount in the case of Capital Appreciation Bonds and Deferred/Current Interest Bonds (prior to the Conversion Date), and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Mayor or other Designated Officer is authorized to enter into such agreements as may be necessary or desirable with the purchasers of any Bonds for issuance of such temporary Bonds. The City at its own expense shall prepare, execute and cause to be authenticated by the Trustee and, upon the surrender of such temporary Bonds, for which no payment or only partial payment has been provided, for exchange and the cancellation of such surrendered temporary Bonds, without charge to the registered owner of such Bonds, shall deliver in exchange, at the corporate trust office of the Trustee, definitive Bonds. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Ordinance. All temporary Bonds surrendered in exchange for a definitive Bond or Bonds shall then be promptly canceled by the Trustee.

SECTION 5. Redemption Of Bonds.

(a) Optional Redemption. Current Interest Bonds may be redeemable prior to their maturity, at the option of the City, in whole or in part on any date, at such times and at such redemption prices (to be expressed as a percentage of the principal amount of such Bonds being redeemed not to exceed one hundred three (103) percent of their principal amount), plus accrued interest to the date of redemption if not an interest payment date, as determined by the Designated Officer at the time of sale of the Bonds.

Capital Appreciation Bonds and Deferred/Current Interest Bonds may be redeemable prior to maturity, at the option of the City, as determined by the Designated Officer at the time of their sale (at prices not to exceed one hundred three (103) percent of their Compound Accreted Value at the date of redemption).

(b) Mandatory Sinking Fund Redemption. Certain of the Current Interest Bonds and Deferred/Current Interest Bonds (after the Conversion Date) may be made subject to mandatory sinking fund redemption at par plus accrued interest to the date fixed for redemption, and certain of the Capital Appreciation Bonds may be made subject to mandatory sinking fund redemption at the Compound Accreted Value at the date fixed for redemption, as determined by the Designated Officer at the time of their sale.

Any Bonds subject to mandatory sinking fund redemption shall be selected for redemption by lot by the Trustee, as provided below. To the extent that Bonds subject to mandatory sinking fund redemption have been previously called for redemption in part otherwise than from a sinking fund payment, one or more annual sinking fund payments for such Bonds shall be reduced by the amount determined by the City in its sole discretion, which determination shall be made by the Designated Officer, provided that any reduction of any annual sinking fund payment shall be in an amount of $5,000 or any integral multiple of that amount. Written notice of that determination shall be sent promptly by the Designated Officer to the Trustee.

In lieu of making all or any part of any sinking fund payment in cash, the City may, at its option, redeem the Bonds subject to mandatory sinking fund redemption through the purchase of such Bonds in the open market. Bonds shall not be purchased in the open market at a price in excess of the principal amount or Compound Accreted Value of the Bonds plus the redemption premium, if any, applicable to the redemption of such Bonds on the next date on which they may be optionally redeemed plus, in the case of Current Interest Bonds or Deferred/Current Interest Bonds (after the Conversion Date), accrued and unpaid interest on the principal of the purchased Bonds to the date of purchase. The total principal amount or Compound Accreted Value of the Bonds of any maturity which shall be redeemed pursuant to purchase on the open market shall be a credit against and a reduction of any one or more applicable annual sinking fund installments determined by the City in its sole discretion, which determination shall be made by the Designated Officer, provided that any reduction of any annual sinking fund payment shall be in an amount of $5,000 or any integral multiple of that amount. Written notice of that determination shall be sent promptly by the Designated Officer to the Trustee.

(c) Partial Redemption of Bonds. In the event of a redemption of less than all the Bonds of a maturity, the Trustee shall assign to each outstanding Bond of the maturity to be redeemed of a denomination greater than $5,000

a distinctive number for each $5,000 portion of such Bond so as to distinguish each such $5,000 portion from each other portion of such Bond. The Trustee shall select by lot, using such method of selection as it shall deem proper in its sole discretion, from the numbers assigned to the Bonds as many numbers as, at $5,000 for each number, shall equal the principal amount or Compound Accreted Value of Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned the numbers so selected, but only so much of the principal amount or Compound Accreted Value of each such Bond of a denomination greater than $5,000 shall be redeemed as shall equal $5,000 for each number assigned to it and so selected.

(d) Notice of Redemption. When the Trustee shall receive notice from the Designated Officer of the City's election to redeem Bonds pursuant to this Ordinance, or when redemption of Bonds is required by this Ordinance, the Trustee shall give notice, in the name of the City, of the redemption of such Bonds. The notice shall specify the Bonds to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable and, if less than all of the Bonds of any maturity are to be redeemed, the letters and numbers of such Bonds so to be redeemed. In the case of Bonds to be redeemed in part only, the notice shall also specify the respective portions of the principal amount or Compound Accreted Value to be redeemed. The notice shall further state that on the redemption date there shall become due and payable upon each Bond, the redemption premium of the specified portions of the principal or Compound Accreted Value to be redeemed, together, in the case of Bonds which are not Capital Appreciation Bonds, with unpaid interest accrued to the redemption date on the principal of the Bonds to be redeemed or, in the case of Capital Appreciation Bonds or Deferred/Current Interest Bonds (prior to the Conversion Date), the Compounded Accreted Value to be redeemed, and that from and after that date interest on such principal amount or such Compounded Accreted Value shall cease to accrue and be payable. The Trustee shall mail a copy of the notice, first class postage prepaid, not less than thirty (30) days nor more than sixty (60) days prior to the redemption date, to the registered owners of any Bonds or portions of Bonds, which are to be redeemed at their last addresses, if any, appearing upon the registry books of the City, but such mailing shall not be a condition precedent to such redemption and the failure of any registered owner to receive any such notice shall not affect the validity of the proceedings for the redemption of Bonds.

In addition to the requirements set forth above, any notice of redemption shall be given by the Trustee on behalf of the City by mailing a copy of the notice by certified mail, return receipt requested, to any securities depositories that are registered owners of the Bonds, to two national information services such as Kenny Information Systems Notification Service, 16th Floor, 65 Broadway, New York, New York 10006, or Standard & Poor's Called Bond Record, 25 Broadway, New York, New York 10004, and to the registered owners of $1,000,000 or more in aggregate principal

amount of the outstanding Bonds. Notice of redemption to the securities depositories shall be given by certified mail in sufficient time so that such notice is received at least two (2) days before the giving of the general notice of redemption. Failure of any such national information service or registered owner to receive any such notice shall not affect the validity of the proceedings for the redemption of the Bonds.

Each notice of redemption shall state as a minimum, the complete official name of the issue, including series designation, C.U.S.I.P. number, Bond numbers, amounts called of each Bond for partial redemption, the date notice is given, the date of the issue, the interest rate and maturity date of the Bonds being redeemed, the redemption date, the redemption premium, if any, and the place or places of payment of the redemption premium, including the name of the Trustee and appropriate address or addresses with name of the contact person and telephone number of the Trustee where payment will be made.

A second notice of redemption shall be given within sixty (60) days after the redemption date by the same means as the first notice was given, to any registered owner of redeemed Bonds, which have not been presented for payment within thirty (30) days after the redemption date.

If any of the Bonds are redeemed pursuant to an advance refunding, notice of such advance refunding and redemption shall be given in the same manner as provided in this Ordinance and within the same time period with respect to the actual redemption date.

(e) Payment of Redeemed Bonds. Notice having been given in the manner provided in subparagraph (d) of this Section 5, the Bonds or portions of Bonds so called for redemption shall become due and payable on the redemption date so designated at the applicable redemption prices set forth in the Bonds, plus in the case of Bonds which are not Capital Appreciation Bonds, interest accrued and unpaid to the redemption date on the principal or Compound Accreted Value of the Bonds to be redeemed, and, upon presentation and surrender of such Bonds at the offices specified in such notice, together with, in the case of Bonds presented by other than the registered owner, a written instrument of transfer duly executed by the registered owner or that registered owner's duly authorized attorney, such Bonds, or portions of such Bonds, as the case may be, shall be paid at the applicable redemption prices set forth in the Bonds, plus in the case of Bonds which are not Capital Appreciation Bonds, interest accrued and unpaid to the redemption date on the Bonds to be redeemed. If there shall be selected for redemption less than all of the principal amount or Compound Accreted Value at maturity of a Bond, the City shall execute and deliver, upon the surrender of such Bond, without charge to the registered owner of that Bond, for the unredeemed portion of the principal amount or Compound Accreted Value at maturity of the Bond so surrendered, Bonds of like maturity in any of the authorized denominations. If, on the redemption date, moneys for the redemption of all the Bonds or portions of the Bonds of any maturity to be

redeemed, together with interest to the redemption date, shall be held by the Trustee so as to be available for that redemption on that date and if notice of redemption shall have been given as provided in this Section 5, then from and after the redemption date, interest on the Bonds, or portions of Bonds of such maturity so called for redemption shall cease to accrue and become payable. If those moneys shall not be so available on the redemption date, such Bonds or portions of such Bonds shall continue to bear interest until paid at the same rate or yield to maturity as they would have borne had they not been called for redemption.

Any monies held by the Trustee in trust for the payment of the redemption premium of any of the Bonds which remain unclaimed, shall be retained by the Trustee for at least one year after the final maturity date of the Bonds or advance refunding date, if applicable and, after such date, upon the City's written request, shall be repaid by the Trustee to the City as its absolute property and free from trust, and the Trustee shall thereupon be released and discharged with respect to such amounts and the registered owners of such Bonds shall look only to the City for the payment of such Bonds.

SECTION 6. Sale Of Bonds.

(a) Subject to the limitations set forth in Section 6, the Designated Officer is authorized to determine the terms of the Bonds and to sell all or any portion of the Bonds, on such terms as the Designated Officer may deem to be in the best interests of the City including the sale of the Bonds to the Developer. In connection with the sale of the Bonds, the Designated Officer shall make the following determinations: (a) the aggregate principal amount of the Bonds, (b) the amount of any original issue discount, if any, (c) the maturities of the Bonds, (d) the issuance of the Bonds as serial Current Interest Bonds, term Current Interest Bonds subject to mandatory sinking fund redemption, serial Capital Appreciation Bonds, term Capital Appreciation Bonds subject to mandatory sinking fund redemption, serial Deferred/Current Interest Bonds, term Deferred/Current Interest Bonds subject to mandatory sinking fund redemption, or any combination of the foregoing, (e) the numbering of the Bonds, (f) the interest rate or rates per year payable on Bonds if issued as Current Interest Bonds, the Yield to Maturity and original principal amount if issued as Capital Appreciation Bonds, the Yield to Conversion Date (prior to the Conversion Date) and the interest rate or rates per year (after the Conversion Date) if issued as Deferred/Current Interest Bonds, (g) the prices and other terms upon which the Bonds are subject to redemption, (h) the sale price of the Bonds (not less than one hundred percent (100%) of the original principal amount), (i) the Dated Date for Current Interest Bonds, (j) the first interest payment date for Current Interest Bonds and/or the first compounding date for Capital Appreciation Bonds and Deferred/Current Interest Bonds, (k) the Debt Service Reserve Requirement (if any) and the schedule for fully funding the same, (l) the designation of the Trustee, and (m) the conditions upon which the City may issue Additional Bonds and Junior Lien Bonds, all as provided

in and subject to the limitations expressed in this Ordinance. The Designated Officer may in the Determination Certificate make such changes to the terms of the Bonds and the form of the Bonds from those provided in this Ordinance as he shall determine but which shall result in the Bonds having substantially the terms and being in substantially the form provided by this Ordinance. The Designated Officer is further authorized to take the actions and execute and deliver the documents and instruments specified in this Ordinance and to execute and deliver such other documents and take such other actions as may be necessary or desirable in connection with the Bonds, including, but not limited to, the exercise following the delivery date of the Bonds of any power or authority delegated to the Designated Officer under this Ordinance upon original issuance, but subject to any limitations on or restrictions of such power or authority set forth in this Ordinance. The Bonds shall be then duly prepared and executed in the form and manner provided in this Ordinance and delivered to the Designated Officer for delivery to the purchasers in accordance with the terms of sale.

(b) The Designated Officer is authorized to execute on behalf of the City a contract for the sale by the City of the Bonds pursuant to a negotiated sale. The City shall enter into a bond purchase agreement (the "Bond Purchase Agreement") with the initial purchaser or purchasers of the Bonds substantially in the form as previously used for similar tax increment bond financings of the City, with appropriate revisions to reflect the terms and provisions of the Bonds and such other revisions in text as the Designated Officer shall determine are necessary or desirable in connection with the sale of the Bonds. The Designated Officer is authorized and directed, with the concurrence of the Chairman of the Committee on Finance of the City Council, to execute any Bond Purchase Agreement on behalf of and in the name of the City.

(c) Subsequent to such sale, the Designated Officer shall file in the Office of the City Clerk, addressed to the City Council, (i) a Determination Certificate setting forth the terms of sale of the Bonds and such other terms identified in Section 6(a) of this Ordinance; (ii) an executed copy of the Bond Purchase Agreement (if any); and (iii) the final Official Statement (if any).

SECTION 7. Security. The Bonds, together with the interest and redemption premium, if any, are limited obligations of the City, payable solely and only from Pledged Revenues, including the Incremental Taxes, as provided in this Ordinance. No registered owner of any Bond shall have the right to compel the exercise of any taxing power of the City for payment of principal of the Bond or interest or redemption premium, if any, on the Bond. The Bonds do not constitute an indebtedness of the City or a loan of credit of the City within the meaning of any statutory or constitutional provision.

SECTION 8. Form of Bond. The Bonds shall be in substantially the following form; provided, however, that if the text of the Bond is to be printed in its entirety on the front side of the Bond, then paragraph [4] and the legend, "See Reverse Side for Additional Provisions", shall be omitted

and the remaining paragraphs, commencing with paragraph [6], shall be inserted immediately after paragraph [5]:

[Form Of Current Interest Bond -- Front Side]

Registered
No.

Registered
$_____

United States Of America

State Of Illinois

City Of Chicago

Tax Increment Allocation Bond

(Lincoln-Belmont-Ashland Redevelopment Project),

Taxable Series 1994A.

See Reverse Side For
Additional Provisions

Interest Rate	Maturity Date	Dated Date	C.U.S.I.P.
_____%	_____, ____	_____, ____	_____

Registered Owner:

Principal Amount:

(1) The City of Chicago (the "City") acknowledges itself to owe, and for value received promises to pay from the source and as hereinafter provided to the Registered Owner identified above, or registered assigns as provided below, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the date of this Bond or from the most recent interest payment

date to which interest has been paid at the Interest Rate per annum set forth above, commencing January 1, 199__, and on each January 1 and July 1 after January 1, 199__ until the Principal Amount is paid, except as the provisions set forth in this Bond with respect to redemption prior to maturity are and become applicable to this Bond. No interest shall accrue on this Bond after its maturity unless this Bond shall have been presented for payment at maturity and shall not have been paid. The principal of, redemption premium, if any, and interest on this Bond are payable in any coin or currency that at the time of payment is legal tender for the payment of public and private debts. Both principal of this Bond and premium, if any, on this Bond (and the interest payable on any redemption of this Bond other than on an interest payment date) are payable at the principal corporate trust office of _____, Chicago, Illinois, as trustee, bond registrar and paying agent (the "Trustee"). Payment of interest on each interest payment date shall be made to the Registered Owner of the Bond on the registration books of the City maintained by the Trustee at the close of business on the fifteenth (15th) day of the month next preceding the interest payment date and shall be paid by check or draft of the Trustee mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Trustee.

(2) This Bond and each Bond of the series of which it forms a part (together, the "Bonds"), are issued pursuant to Division 74.4 of Article 11 of the Illinois Municipal Code (the "Act"), and all laws amendatory of the Act and supplemental to the Act, and the principal of and interest, and premium, if any, on the Bonds are payable from Pledged Revenues, including the ad valorem taxes, if any, arising from the taxes levied upon taxable real property in the Lincoln-Belmont-Ashland Redevelopment Project Area established by the City in accordance with the provisions of the Act (the "Project Area") by any and all taxing districts or municipal corporations having the power to tax real property in the Project Area, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Project Area over and above the initial equalized assessed value of each such piece of property as of _____, 1994, as determined by the County Clerk of the County of Cook, Illinois, in accordance with the provisions of the Act (the "Incremental Taxes"). The Bonds are being issued for the purposes of providing funds (a) to pay a portion of the Project Costs which have been approved for the Project Area, (b) to pay certain expenses incurred in connection with the issuance of the Bonds and (c) to fund the Reserve and Redemption Account with respect to the Bonds, all as more fully described in an ordinance authorizing the issuance of the Bonds adopted by the City Council of the City on the _____ day of November, 1994 (the "Bond Ordinance"), to all the provisions of which the Registered Owner by the acceptance of this Bond assents. The Bonds, together with the interest and premium, if any, on the Bonds, are limited obligations of the City, payable solely from Pledged Revenues, including the Incremental Taxes and the amounts on deposit in and pledged to the various funds and accounts as provided in the Bond Ordinance. For the prompt payment of this Bond, both

principal and interest, as stated above, at maturity, the Pledged Revenues, including the Incremental Taxes, are hereby irrevocably pledged. The Bonds Do Not Constitute An Indebtedness Of The City Within The Meaning Of Any Constitutional Or Statutory Provision Or Limitation. No Registered Owner Of This Bond Shall Have The Right To Compel The Exercise Of Any Taxing Power Of The City For Payment Of Principal Of This Bond Or Interest Or Premium, If Any, On This Bond.

(3) Under the Act and the Bond Ordinance, any Incremental Taxes shall be deposited in the 1994 Lincoln-Belmont-Ashland Redevelopment Project Area Special Tax Allocation Fund of the City (the "Fund"). Moneys on deposit in the Fund shall be used and are pledged for paying the Program Expenses (as defined in the Bond Ordinance), paying the principal of, interest on, and premium, if any, on the Bonds and then in making any further required payments to the funds and accounts as provided by the terms of the Bond Ordinance. Additional Bonds having a parity lien with the Bonds on Pledged Revenues, including Incremental Taxes, may be issued pursuant to the terms of the Bond Ordinance. Junior Lien Bonds with a subordinate lien on the Pledged Revenues, including the Incremental Taxes, also may be issued pursuant to the terms of the Bond Ordinance.

(4) Reference is hereby made to the further provisions of this Bond set forth on the reverse of this Bond and such further provisions shall for all purposes have the same effect as if set forth at this place.

(5) It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law, and the City by this Bond covenants and agrees that it has made provision for the segregation of the Incremental Taxes, and that it will properly account for those taxes and will comply with all the covenants of and maintain the funds and accounts as provided by the Bond Ordinance.

(6) This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication on the Bond shall have been signed by the Trustee.

(7) In Witness Whereof, The City of Chicago, by its City Council, has caused this Bond to be signed by the manual or duly authorized facsimile signatures of the Mayor and the City Clerk, and its corporate seal or a facsimile of its corporate seal to be impressed or reproduced on this Bond, all as appearing on this Bond and as of the Dated Date identified above.

[Seal]

_____

Mayor

_____
City Clerk

Date of Authentication: _____, ____

Certificate Of Authentication

Trustee, Bond Registrar and Paying Agent:

This Bond is one of the Bonds described in the within mentioned Ordinance and is one of the Tax Increment Allocation Bonds (Lincoln-Belmont-Ashland Redevelopment Project), Taxable Series 1994A, of the City of Chicago, Illinois.

_____

_____, as Trustee

By: _____
Authorized Officer

[Form Of Current Interest Bond -- Reverse Side]

City Of Chicago

Tax Increment Allocation Bond

(Lincoln-Belmont-Ashland Redevelopment Project),

Taxable Series 1994A.

(8) This Bond is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal corporate trust

office of the Trustee in Chicago, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange for the old Bond or Bonds.

(9) The Bonds are issued initially in fully registered form in the minimum denomination of $5,000 or any integral multiple of that amount. This Bond may be exchanged at the principal corporate trust office of the Trustee for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the Bond Ordinance.

(10) The City and the Trustee may deem and treat the Registered Owner of this Bond as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal of this Bond, premium, if any, and interest due on this Bond and for all other purposes and neither the City nor the Trustee shall be affected by any notice to the contrary.

(11) The Bonds maturing on January 1, _____, are subject to mandatory sinking fund redemption prior to maturity by operation of the Principal and Interest Account of the Incremental Taxes Fund at a price of par and accrued interest, without premium, on January 1 of the years and in the amounts as follows:

Year	Amount ($)
(maturity)	

(12) The Bonds are redeemable prior to maturity at the option of the City, in whole or in part on any date from any available funds of the City, and if in part, in maturities selected by the City and by lot within a maturity as determined by the Trustee, at a redemption price equal to the principal amount thereof to be redeemed, plus accrued interest to the date fixed for redemption.

(13) If the City redeems pursuant to optional redemption, or purchases Bonds which are subject to mandatory redemption and cancels them, then any amount equal to the principal amount of such Bonds so redeemed or purchased shall be deducted from the mandatory redemption requirement as provided for such Bonds of such maturity in such order as the City

Comptroller shall determine. The City Comptroller shall notify the Trustee in writing of such determination.

(14) In the event of the redemption of less than all the Bonds of like maturity, the aggregate amount to be redeemed shall be $5,000 at maturity or an integral multiple of that amount and the Trustee shall assign to each Bond of such maturity a distinctive number for each $5,000 at maturity of such Bond and shall select by lot from the numbers so assigned as many numbers as, at $5,000 for each number, shall equal the amount of such Bonds at maturity to be redeemed. The Bonds to be redeemed in part shall be the Bonds whose assigned numbers were so selected; provided that only so much of the amount of each Bond shall be redeemed as shall equal $5,000 for each number assigned to it and so selected.

(15) Written notice of the redemption of any or all of said Bonds shall be given by the City to the Registered Owner of any or all of said Bonds by certified or registered mail to the address shown on the registration books of the City maintained by the Trustee or at such other address as is furnished in writing by such Registered Owner to the Trustee. The date of the mailing and filing of such notice shall be not more than sixty (60) days and not less than thirty (30) days prior to such prepayment date, and when any or all of said Bonds or any portion of the Bonds shall have been called for redemption and payment made or provided for, interest on the Bonds called for redemption shall cease from and after the date so specified.

(16) The rights and obligations of the City and of the Registered Owners of Bonds of the series of which this Bond is one may be modified or amended at any time with the consent of the City and of the Registered Owners of not less than a majority in principal amount of outstanding Bonds in the manner, to the extent, and upon the terms provided in the Bond Ordinance, provided that no such modification or amendment shall extend the maturity or reduce the interest rate on or otherwise alter or impair the obligation of the City to pay the principal, interest or redemption premium, if any, at the time and place and at the rate and in the currency provided in the Bond Ordinance of any Bond without the express consent of the Registered Owner of such Bond, or permit the creation of a preference or priority of any Bond or Bonds over any other Bond or Bonds, or reduce the percentage of Bonds required for the affirmative vote or written consent to an amendment or modification, all as more fully set forth in the Bond Ordinance.

Assignment.

For Value Received, The undersigned sells, assigns, and transfers unto

_____
(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____ or its successor as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____ _____

Signature guaranteed: _____

Notice: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

[Form Of Capital Appreciation Bond -- Front Side]

Registered
No.

Registered
$_____
Compound Accreted Value
At Maturity ("Maturity Amount")

United States Of America

State Of Illinois

City Of Chicago

Tax Increment Allocation Bond

(Lincoln-Belmont-Ashland Redevelopment Project),

Taxable Series 1994A.

See Reverse Side For
Additional Provisions

Maturity Date	Dated Date	C.U.S.I.P.
_____, ____	_____, ____	_____

Registered Owner:

Original Principal Amount
Per $5,000 Maturity Amount $ _____

Principal Amount:

(1) The City of Chicago (the "City") acknowledges itself to owe, and for value received promises to pay from the source and as hereinafter provided to the Registered Owner identified above, or registered assigns as provided below, the Maturity Amount identified above. The amount of interest payable on this Bond on the Maturity Date of this Bond is the amount of interest accrued from the Dated Date of this Bond at a semiannual compounding rate necessary to produce the Yield to Maturity set forth above, compounded semiannually on each January 1 and July 1, as provided in this Bond, beginning _____ 1, 199__. The principal of, redemption premium, if any and interest on this Bond are payable in any coin or currency that at the time of payment is legal tender for the payment of public and private debts. Both principal of this Bond and premium, if any, on this Bond (and the interest payable on any redemption of this Bond other than on an interest payment date) are payable at the principal corporate trust office of _____, Chicago, Illinois, as trustee, bond registrar and paying agent (the "Trustee"). The Compound Accreted Value of this Bond per $5,000 Maturity Amount on January 1 and July 1 of each year, beginning _____ 1, 199__, determined by the semiannual compounding described in this paragraph shall be as set forth in the Table of Compound Accreted Value per $5,000 of Compound Accreted Value at Maturity, which Table is part of this Bond.

(2) This Bond and each Bond of the series of which it forms a part (together, the "Bonds"), are issued pursuant to Division 74.4 of Article 11 of the Illinois Municipal Code (the "Act"), and all laws amendatory of the Act and supplemental to the Act, and the principal of and interest, and premium, if any, on the Bonds are payable from Pledged Revenues, including the ad valorem taxes, if any, arising from the taxes levied upon taxable real property in the Lincoln-Belmont-Ashland Redevelopment Project Area established by the City in accordance with the provisions of the Act (the "Project Area") by any and all taxing districts or municipal corporations

having the power to tax real property in the Project Area, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Project Area over and above the initial equalized assessed value of each such piece of property as of _____, 1994, as determined by the County Clerk of the County of Cook, Illinois, in accordance with the provisions of the Act (the "Incremental Taxes"). The Bonds are being issued for the purpose of providing funds (a) to pay a portion of the Project Costs which have been approved for the Project Area, (b) to pay certain expenses incurred in connection with the issuance of the Bonds and (c) to fund the Reserve and Redemption Account with respect to the Bonds, all as more fully described in an ordinance authorizing the issuance of the Bonds adopted by the City Council of the City on the ____ day of November, 1994 (the "Bond Ordinance"), to all the provisions of which the Registered Owner by the acceptance of this Bond assents. The Bonds, together with the interest and premium, if any, on the Bonds, are limited obligations of the City, payable solely from the Pledged Revenues, including Incremental Taxes and the amounts on deposit in and pledged to the various funds and accounts as provided in the Bond Ordinance. For the prompt payment of this Bond, both principal and interest, as stated above, at maturity, the Pledged Revenues, including Incremental Taxes, are hereby irrevocably pledged. The Bonds Do Not Constitute An Indebtedness Of The City Within The Meaning Of Any Constitutional Or Statutory Provision Or Limitation. No Registered Owner Of This Bond Shall Have The Right To Compel The Exercise Of Any Taxing Power Of The City For Payment Of Principal Of This Bond Or Interest Or Premium, If Any, On This Bond.

(3) Under the Act and the Bond Ordinance, the Incremental Taxes shall be deposited in the 1994 Lincoln-Belmont-Ashland Redevelopment Project Area Special Tax Allocation Fund of the City (the "Fund"). Moneys on deposit in the Fund shall be used and are pledged for paying the Program Expenses (as defined in the Bond Ordinance), paying the principal of, interest on, and premium, if any, on the Bonds and then in making any further required payments to the funds and accounts as provided by the terms of the Bond Ordinance. Additional Bonds having a parity lien with the Bonds on Pledged Revenues, including the Incremental Taxes, may be issued pursuant to the terms of the Bond Ordinance. Junior Lien Bonds with a subordinate lien on the Pledged Revenues, including the Incremental Taxes, also may be issued pursuant to the terms of the Bond Ordinance.

(4) Reference is hereby made to the further provisions of this Bond set forth on the reverse of this Bond and such further provisions shall for all purposes have the same effect as if set forth at this place.

(5) It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law, and the City by this Bond covenants and agrees that it has made provision for the segregation of the Incremental

Taxes and that it will properly account for those taxes and will comply with all the covenants of and maintain the funds and accounts as provided by the Bond Ordinance.

(6) This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication on the Bond shall have been signed by the Trustee.

(7) In Witness Whereof, The City of Chicago, by its City Council, has caused this Bond to be signed by the manual or duly authorized facsimile signatures of the Mayor and City Clerk, and its corporate seal or a facsimile of its corporate seal to be impressed or reproduced on this Bond, all as appearing on this Bond and as of the Dated Date identified above.

[Seal]

_____
Mayor

_____
City Clerk

Date of Authentication: _____, ____

Certificate Of Authentication

Trustee, Bond Registrar and Paying Agent:

This Bond is one of the Bonds described in the within mentioned Ordinance and is one of the Tax Increment Allocation Bonds (Lincoln-Belmont-Ashland Redevelopment Project), Taxable Series 1994A, of the City of Chicago, Illinois.

_____

_____, as Trustee

By: _____
Authorized Officer

[Form Of Capital Appreciation Bond -- Reverse Side]

City Of Chicago

Tax Increment Allocation Bond

(Lincoln-Belmont-Ashland Redevelopment Project),

Taxable Series 1994A.

(8) This Bond is transferable by the Registered Owner of this Bond in person or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee in Chicago, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange for the old Bond or Bonds.

(9) The Bonds are issued initially in fully registered form in original principal amounts representing a $5,000 Maturity Amount or any integral multiple of that amount. This Bond may be exchanged at the principal corporate trust office of the Trustee for the same aggregate original principal amount of Bonds of the same maturity upon the terms, set forth in the Bond Ordinance.

(10) The City and the Trustee may deem and treat the Registered Owner of this Bond as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal of this Bond, premium, if any, and interest due on this Bond and for all other purposes and neither the City nor the Trustee shall be affected by any notice to the contrary.

(11) The Bonds maturing on January 1, ____, are subject to mandatory sinking fund redemption by operation of the Principal and Interest Account of the Incremental Taxes Fund prior to maturity on January 1 of the years _____ to _____ inclusive, and the Bonds maturing on January 1, _____ are subject to mandatory redemption prior to maturity by operation of the Principal and Interest Account of the Incremental Taxes Fund on January 1 of the years _____ to _____, inclusive, in each case at all amount equal to one hundred percent (100%) of the Compound Accreted Value of such Bonds as of the date fixed for redemption.

(12) The Bonds are redeemable prior to maturity at the option of the City, in whole or in part on any date from any available funds of the City, and if in part, in maturities selected by the City and by lot within a maturity as determined by the Trustee, at a redemption price equal to one hundred percent (100%) of the Compound Accreted Value of such Bonds as of the date fixed for redemption.

(13) If the City redeems pursuant to optional redemption, or purchases, Bonds which are subject to mandatory redemption and cancels them, then an amount equal to the Compound Accreted Value of such Bonds so redeemed or purchased shall be deducted from the mandatory redemption requirement as provided for such Bonds of such maturity in such order as the City Comptroller shall determine. The City Comptroller shall notify the Trustee in writing of such determination.

(14) In the event of the redemption of less than all the Bonds of like maturity, the aggregate amount to be redeemed shall be $5,000 at maturity or an integral multiple of that amount and the Trustee shall assign to each Bond of such maturity a distinctive number for each $5,000 at maturity of such Bond and shall select by lot from the numbers so assigned as many numbers as, at $5,000 for each number, shall equal the amount of such Bonds at maturity to be redeemed. The Bonds to be redeemed in part shall be the Bonds whose assigned numbers were so selected; provided that only so much of the amount of each Bond shall be redeemed as shall equal $5,000 for each number assigned to it and so selected.

(15) Written notice of the redemption of any or all of the Bonds shall be given by the City to the Registered Owner of any or all of said Bonds by certified or registered mail to the address shown on the registration books of the City maintained by the Trustee or at such other address as is furnished in writing by such Registered Owner to the Trustee. The date of the mailing and filing of such notice shall be not more than sixty (60) days and not less than thirty (30) days prior to such prepayment date, and when any or all of said Bonds or any portion of the Bonds shall have been called for redemption and payment made or provided for, interest on the Bonds called for redemption shall cease from and after the date so specified.

(16) The rights and obligations of the City and of the Registered Owners of Bonds of the series of which this Bond is one may be modified or amended at any time with the consent of the City and of the Registered Owners of not less than a majority in principal amount of outstanding Bonds in the manner, to the extent, and upon the terms provided in the Bond Ordinance, provided that no such modification or amendment shall extend the maturity or reduce the interest rate on or otherwise alter or impair the obligation of the City to pay the principal, interest or redemption premium, if any, at the time and place and at the rate and in the currency provided in the Bond

Ordinance of any Bond without the express consent of the Registered Owner of such Bond, or permit the creation of a preference or priority of any Bond or Bonds over any other Bond or Bonds, or reduce the percentage of Bonds required for the affirmative vote or written consent to an amendment or modification, all as more fully set forth in the Bond Ordinance.

Assignment.

For Value Received, The undersigned sells, assigns, and transfers unto

_____

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____ or its successor as attorney to transfer the said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____ _____

Signature guaranteed: _____

Notice: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

[Form Of Deferred/Current Interest Bond -- Front Side]

Registered
No.

Registered
$_____
Compound Accreted Value
At Conversion Date

United States Of America

State Of Illinois

City Of Chicago

Tax Increment Allocation Bond
(Lincoln-Belmont-Ashland Redevelopment Project),

Taxable Series 1994A.

See Reverse Side For
Additional Provisions

Interest Rate After Conversion Date	Maturity Date	Dated Date	C.U.S.I.P.
_____%	_____, ____	_____, ____	_____

Yield To Conversion Date	Conversion Date
_____%	January 1, 1998

Registered Owner:

Original Principal Amount:

(1) The City of Chicago (the "City") acknowledges itself to owe, and for value received promises to pay from the source and as hereinafter provided to the Registered Owner identified above, or registered assigns as provided below, (i) on the Maturity Date specified above (unless this Bond shall have been previously called for redemption and payment of the Compound Accreted Value (prior to the Conversion Date) or the conversion Amount (after the Conversion Date) hereof shall have been made or duly provided for) the Compound Accreted Value hereof as of the Conversion Date specified above (the "Conversion Amount"), such Conversion Amount being the Original Principal Amount hereof specified above plus interest thereon at the Yield to Conversion Date specified above from the Dated Date specified above compounded semiannually on each January 1 and July 1 of each year, commencing _____ 1, 1995 and continuing to and including such Conversion Date, resulting in the Compound Accreted Values set forth for

each date in the Table of Compound Accreted Values printed on the reverse side hereof, and (iii) commencing on the Conversion Date specified above, interest on the Conversion Amount at the Interest Rate After Conversion Date specified above, payable on January 1 and July 1 of each year commencing on July 1, 1998. The Compound Accreted Value prior to the Conversion Date and thereafter the Conversion Amount of and interest on this Bond is payable in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of private and public debts, upon presentation and surrender hereof at the principal corporate trust office of _____, Chicago, Illinois, as trustee, bond registrar and paying agent (the "Trustee"). From and after the Conversion Date, interest on the Conversion Amount of this Bond shall be payable semiannually in like money by check or draft mailed to the person in whose name this Bond is registered at the address of such person as such address appears on the registration books kept by the Trustee, at the close of business of the Trustee on the fifteenth day of the month next preceding each January 1 and July 1; provided, however, that interest which is not duly paid or provided for shall instead be payable to the person in whose name this Bond is registered at the close of business on a special record date to be fixed by the Trustee for the payment of overdue interest.

(2) This Bond and each Bond of the series of which it forms a part (together, the "Bonds"), are issued pursuant to Division 74.4 of Article 11 of the Illinois Municipal Code (the "Act"), and all laws amendatory of the Act and supplemental to the Act, and the principal of and interest, and premium, if any, on the Bonds are payable from Pledged Revenues, including the ad valorem taxes, if any, arising from the taxes levied upon taxable real property in the Lincoln-Belmont-Ashland Redevelopment Project Area established by the City in accordance with the provisions of the Act (the "Project Area") by any and all taxing districts or municipal corporations having the power to tax real property in the Project Area, which taxes are attributable to the increase in the then current equalized assessed valuation of each taxable lot, block, tract or parcel of real property in the Project Area over and above the initial equalized assessed value of each such piece of property as of _____, 1994, as determined by the County Clerk of the County of Cook, Illinois, in accordance with the provisions of the Act (the "Incremental Taxes"). The Bonds are being issued for the purposes of providing funds (a) to pay a portion of the Project Costs which have been approved for the Project Area, (b) to pay certain expenses incurred in connection with the issuance of the Bonds and (c) to fund the Reserve and Redemption Account with respect to the Bonds, all as more fully described in an ordinance authorizing the issuance of the Bonds adopted by the City Council of the City on the _____ day of November, 1994 (the "Bond Ordinance"), to all the provisions of which the Registered Owner by the acceptance of this Bond assents. The Bonds, together with the interest and premium, if any, on the Bonds, are limited obligations of the City, payable solely from Pledged Revenues, including the Incremental Taxes and the amounts on deposit in and pledged to the various funds and accounts as provided in the Bond Ordinance. For the prompt payment of this Bond, both

principal and interest, as stated above, at maturity, the Pledged Revenues, including the Incremental Taxes, are hereby irrevocably pledged. The Bonds Do Not Constitute An Indebtedness Of The City Within The Meaning Of Any Constitutional Or Statutory Provision Or Limitation. No Registered Owner Of This Bond Shall Have The Right To Compel The Exercise Of Any Taxing Power Of The City For Payment Of Principal Of This Bond Or Interest Or Premium, If Any, On This Bond.

(3) Under the Act and the Bond Ordinance, any Incremental Taxes shall be deposited in the 1994 Lincoln-Belmont-Ashland Redevelopment Project Area Special Tax Allocation Fund of the City (the "Fund"). Moneys on deposit in the Fund shall be used and are pledged for paying Program Expenses (as defined in the Bond Ordinance), paying the principal of, interest on, and premium, if any, on the Bonds and then in making any further required payments to the funds and accounts as provided by the terms of the Bond Ordinance. Additional Bonds having a parity lien with the Bonds on Pledged Revenues, including the Incremental Taxes, may be issued pursuant to the terms of the Bond Ordinance. Junior Lien Bonds with a subordinate lien on the Pledged Revenues, including the Incremental Taxes, also may be issued pursuant to the terms of the Bond Ordinance.

(4) Reference is hereby made to the further provisions of this Bond set forth on the reverse of this Bond and such further provisions shall for all purposes have the same effect as if set forth at this place.

(5) It is hereby certified and recited that all conditions, acts and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, been done and performed in regular and due form and time as required by law, and the City by this Bond covenants and agrees that it has made provision for the segregation of the Incremental Taxes, and that it will properly account for those taxes and will comply with all the covenants of and maintain the funds and accounts as provided by the Bond Ordinance.

(6) This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication on the Bond shall have been signed by the Trustee.

(7) In Witness Whereof, The City of Chicago, by its City Council, has caused this Bond to be signed by the manual or duly authorized facsimile signatures of the Mayor and City Clerk, and its corporate seal or a facsimile of its corporate seal to be impressed or reproduced on this Bond, all as appearing on this Bond and as of the Dated Date identified above.

[Seal]

_____

Mayor

_____
City Clerk

Date of Authentication: _____, ____

Certificate Of Authentication

Trustee, Bond Registrar and Paying Agent:

This Bond is one of the Bonds described in the within mentioned Ordinance and is one of the Tax Increment Allocation Bonds (Lincoln-Belmont-Ashland Redevelopment Project), Taxable Series 1994A, of the City of Chicago, Illinois.

_____

_____, as Trustee

By: _____
Authorized Officer

[Form Of Deferred/Current Interest Bond -- Reverse Side]

City Of Chicago

Tax Increment Allocation Bond

(Lincoln-Belmont-Ashland Redevelopment Project),

Taxable Series 1994A.

(8) This Bond is transferable by the Registered Owner of this Bond in person or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee in Chicago, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the Bond Ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange for the old Bond or Bonds.

(9) The Bonds are issued initially in fully registered form in original principal amounts representing a $5,000 Conversion Amount or any integral multiple of that amount. This Bond may be exchanged at the principal corporate trust office of the Trustee for the same aggregate original principal amount of Bonds of the same maturity upon the terms set forth in the Bond Ordinance. The Compound Accreted Value of this Bond shall be, as of any January 1 or July 1, an amount equal to the Original Principal Amount specified above plus interest thereon, compounded semiannually at the Yield to Conversion Date specified above on each January 1 and July 1, commencing _____ 1, 1995, and continuing to and including January 1, 1998. The Compound Accreted Value of this Bond on any date other than January 1 or July 1 shall be equal to the Compound Accreted Value on the immediately preceding January 1 or July 1 (or, if the date of calculation is January 1, 1995, the Original Principal Amount specified above) plus a pro rata portion (based on 30-day months) of the difference between the Compound Accreted Value on such immediately preceding January 1 or July 1 (or such Original Principal Amount if the date of calculation is prior to January 1, 1995) and the Compound Accreted Value on the next succeeding January 1 or July 1. The Compound Accreted Value on each January 1 and July 1, commencing January 1, 1995 of this Bond for each $5,000 Compound Accreted Value on the Conversion Date will be as follows:

Year	Compound Accreted Value (January 1)	Compound Accreted Value (July 1)
1995		
1996		
1997		
1998		

(10) The City and the Trustee may deem and treat the Registered Owner of this Bond as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal of this Bond, premium, if any, and interest due on this Bond and for all other purposes and neither the City nor the Trustee shall be affected by any notice to the contrary.

(11) The Bonds maturing on January 1, _____, are subject to mandatory sinking fund redemption by operation of the Principal and Interest Account of the Incremental Taxes Fund prior to maturity on January 1 of the years _____ to _____ inclusive, and the Bonds maturing on January 1, _____ are subject to mandatory redemption prior to maturity by operation of the Principal and Interest Account of the Incremental Taxes Fund on January 1 of the years _____ to _____ inclusive, in each case at an amount equal to one hundred percent (100%) of the Compound Accreted Value of such Bonds as of the date fixed for redemption.

(12) The Bonds are redeemable prior to maturity at the option of the City, in whole or in part on any date from any available funds of the City, and if in part, in maturities selected by the City and by lot within a maturity as determined by the Trustee, at a redemption price equal to the principal amount thereof to be redeemed.

(13) If the City redeems pursuant to optional redemption, or purchases, Bonds which are subject to mandatory redemption and cancels them, then any amount equal to the Compound Accreted Value or Conversion Amount of such Bonds so redeemed or purchased shall be deducted from the mandatory redemption requirement as provided for such Bonds of such maturity in such order as the City Comptroller shall determine. The City Comptroller shall notify the Trustee in writing of such determination.

(14) In the event of the redemption of less than all the Bonds of like maturity, the aggregate amount to be redeemed shall be $5,000 at maturity or an integral multiple of that amount and the Trustee shall assign to each Bond of such maturity a distinctive number for each $5,000 at maturity of such Bond and shall select by lot from the numbers so assigned as many numbers as, at $5,000 for each number, shall equal the amount of such Bonds at maturity to be redeemed. The Bonds to be redeemed in part shall be the Bonds whose assigned numbers were so selected; provided that only so much of the amount of each Bond shall be redeemed as shall equal $5,000 for each number assigned to it and so selected.

(15) Written notice of the redemption of any or all of the Bonds shall be given by the City to the Registered Owner of any or all of said Bonds by certified or registered mail to the address shown on the registration books of the City maintained by the Trustee or at such other address as is furnished in writing by such Registered Owner to the Trustee. The date of the mailing and filing of such notice shall be not more than sixty (60) days and not less than thirty (30) days prior to such prepayment date, and when any or all of said Bonds or any portion of the Bonds shall have been called for redemption and payment made or provided for, interest on the Bonds called for redemption shall cease from and after the date so specified.

(16) The rights and obligations of the City and of the Registered Owners of Bonds of the series of which this Bond is one may be modified or amended with the consent of the City and of the Registered Owners of not less than a majority in principal amount of outstanding Bonds in the manner, to the extent, and upon the terms provided in the Bond Ordinance, provided that no such modification or amendment shall extend the maturity or reduce the interest rate on or otherwise alter or impair the obligation of the City to pay the principal, interest or redemption premium, if any, at the time and place and at the rate and in the currency provided in the Bond Ordinance of any Bond without the express consent of the Registered Owner of such Bond, or permit the creation of a preference or priority of any Bond or Bonds over any other Bond or Bonds, or reduce the percentage of Bonds required for the affirmative vote or written consent to an amendment or modification, all as more fully set forth in the Bond Ordinance.

Assignment.

For Value Received, The undersigned sells, assigns, and transfers unto

_____

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____ or its successor as attorney to transfer the said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____ _____

Signature guaranteed: _____

Notice: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

SECTION 9. Incremental Taxes Fund -- Accounts. There is hereby created a special fund of the City, to be held by the City subject to the provisions of this Ordinance, which fund is to held separate and apart from all other funds and accounts of the City and shall be known as the 1994 Lincoln-Belmont-Ashland Redevelopment Project Area Special Tax Allocation Fund (the "Incremental Taxes Fund"). All of the Incremental

Taxes collected after the date of the Ordinance shall be set aside as collected and be deposited by the Treasurer in the Incremental Taxes Fund which is a trust fund established for the purpose of carrying out the covenants, terms and conditions imposed upon the City by this Ordinance, and any ordinance supplemental to this Ordinance authorizing the issuance of Additional Bonds.

The Bonds and any Additional Bonds are secured by a pledge of all Pledged Revenues, including all of the moneys on deposit in the Incremental Taxes Fund, and such pledge is irrevocable until the obligations of the City are discharged under this Ordinance.

In accordance with the provisions of the Act, the Incremental Taxes are to be paid to the Treasurer by the officers who collect or receive the Incremental Taxes. At such time as the Treasurer receives any of the Incremental Taxes, the Treasurer promptly shall deposit the same into the Incremental Taxes Fund. The Treasurer promptly shall transfer all Pledged Revenues deposited with it in the Incremental Taxes Fund to the Trustee for application in accordance with the provisions of this Section 9. The moneys on deposit in the Incremental Taxes Fund shall be used by the City and the Trustee solely and only for the purpose of carrying out the terms and conditions of this Ordinance and shall be deposited as provided in this Ordinance to the separate accounts created by this Ordinance within the Incremental Taxes Fund to be known as the "Program Expenses Account", the "Principal and Interest Account", the "Reserve and Redemption Account" and the "General Account". The General Account shall be held by the City, and all other accounts of the Incremental Taxes Fund shall be held by the Trustee, except as provided below. Subject to the provisions of Section 13 of this Ordinance, the City may, but is not required to, establish separate subaccounts in the Reserve and Redemption Account by an ordinance or ordinances supplemental to this Ordinance authorizing the issuance of Additional Bonds. As moneys are deposited by the City into the Incremental Taxes Fund, they shall be credited in the following order of priority:

(a) The Program Expenses Account. The Trustee shall credit to and shall deposit into the Program Expenses Account an amount of Incremental Property Taxes sufficient to pay Program Expenses for the current Bond Year. The City shall provide to the Trustee information, calculations or estimates of Program Expenses for the current Bond Year, and the Trustee may reasonably rely upon such information, calculations or estimates of such Program Expenses as necessary to determine the proper amount of such deposit into the Program Expenses Account.

(b) Principal and Interest Account. The Trustee shall next transfer the balance of the Incremental Property Taxes into the Principal and Interest Account. Except as provided below, such moneys shall be used solely and only for the purpose of paying principal of and redemption premium, if any, and interest on the Bonds and any Additional Bonds as the same become due. Capitalized interest, if any, received upon the sale of the

Bonds shall be deposited to and held in the Capitalized Interest Subaccount created by this Ordinance within the Principal and Interest Account and shall be used to pay interest coming due on the Bonds prior to applying any other monies for that purpose.

On or before thirty (30) days prior to each principal payment date on the Bonds or any Additional Bonds, the Trustee shall determine (i) the amount of Pledged Revenues to the credit of the Principal and Interest Account and (ii) the amount of proceeds of the Bonds or any Additional Bonds, if applicable, together with investment earnings on those proceeds, to the credit of the Capitalized Interest Subaccount. Moneys to the credit of the Capitalized Interest Subaccount shall be deemed the first moneys available to pay interest on the Bonds and on the Additional Bonds, as applicable, and shall be applied by the Trustee to first interest coming due on the Bonds and on the Additional Bonds, as applicable. The Trustee shall determine the amount, in addition to the amounts on deposit in the Principal and Interest Account and the Capitalized Interest Subaccount, required to pay principal, interest, and redemption premium and expenses, if any, on such principal payment date, which additional amount shall be paid from the Principal and Interest Account. Funds to the credit of the Principal and Interest Account in excess of such necessary amount shall first be transferred by the Trustee to the Reserve and Redemption Account as provided below and shall next be paid by the Trustee to and credited by the Treasurer to the General Account as described below.

(c) Reserve and Redemption Account. The Trustee shall next transfer the balance of the Pledged Revenues into the Reserve and Redemption Account until such account aggregates the Debt Service Reserve Requirement (if any), and thereafter no such payments shall be made into that Account, except that when any money is paid out of that Account, payments shall be resumed and continued until that Account has been restored to an aggregate amount equal to the Debt Service Reserve Requirement. The Designated Officer shall establish the Debt Service Reserve Requirement and the schedule for fully funding the same in the Determination Certificate. The Designated Officer is authorized and directed to determine and approve the same on behalf of and in the name of the City. The Trustee shall value the investments in the Reserve and Redemption Account on the fifteenth (15th) Business Day preceding each January 1 and July 1, commencing January 1, 1995. In determining the value of the investments in the Reserve and Redemption Account, such investments shall be valued at the market price of such investments. Moneys on deposit shall be transferred to the Principal and Interest Account as may be necessary from time to time to prevent or remedy a default in the payment of interest or premium, if any, on or principal of the Bonds or any Additional Bonds. Whenever a transfer to the Principal and Interest Account is made the Trustee shall promptly give written notice of such transfer to the City.

(d) The General Account. The balance of the Pledged Revenues remaining after crediting the required amounts to the respective accounts provided for above, shall be credited to the General Account. Moneys on deposit in the General Account shall be transferred by the Treasurer or the Trustee first, if necessary, to remedy any deficiencies in any prior accounts in the Incremental Taxes Fund; second, for the purpose of crediting the amounts to the respective accounts established under any indenture with respect to any Junior Lien Bonds; and, after that, shall be used, at the direction of the Designated Officer, for one or more of the following purposes, without any priority among them:

(i) for the purpose of paying any Project Costs; or

(ii) for the purpose of redeeming Bonds or Additional Bonds; or

(iii) for the purpose of purchasing Bonds or Additional Bonds at a price not in excess of par and accrued interest and applicable redemption premium to the date of purchase; or

(iv) for the purpose of paying principal, interest or Compound Accreted Value of any Junior Lien Bonds; or

(v) for the purpose of redeeming any Junior Lien Bonds; or

(vi) for the purpose of purchasing Junior Lien Bonds at a price not in excess of par and accrued interest and applicable redemption premium to the date of purchase; or

(vii) for the purpose of distribution of such funds to the taxing districts or municipal corporations having the power to tax real property in the Project Area in accordance with the Act.

(e) Investments. The moneys on deposit in the Incremental Taxes Fund and the various accounts in the Incremental Taxes Fund may be invested from time to time in Qualified Investments pursuant to directions from the City to the Trustee or by the Designated Officer to the Treasurer if held by the Treasurer in the General Account. Any such investments may be sold from time to time by the City as moneys may be needed for the purposes for which the Incremental Taxes Fund and such accounts have been created. In addition, the Trustee and the Treasurer shall (with or without direction from the City) sell such investments when necessary to remedy any deficiency in the Incremental Taxes Fund or such accounts created in the Incremental Taxes Fund. In the absence of such direction, such investment earnings shall be credited to and held in the Reserve and Redemption Account so long as the credit balance in said Account is less than the Debt Service Reserve Requirement, and next shall be transferred to the Incremental Taxes Fund. All other investment earnings shall be

attributed to the account within the Incremental Taxes Fund for which the investment was made.

SECTION 10. General Covenants. The City covenants and agrees with the registered owners of the Bonds that, so long as any Bonds remain outstanding and unpaid:

(a) The City will cause to be punctually paid from the Incremental Taxes Fund, but solely to the extent that adequate amounts are on deposit in that Fund for that purpose, the principal of, interest on and premium, if any, to become due in respect of the Bonds in strict conformity with the terms of the Bonds and this Ordinance, and it will faithfully observe and perform all of the conditions, covenants and requirements of the Bonds and this Ordinance.

(b) The City will cause to be punctually paid and discharged, from the Incremental Taxes Fund, but solely to the extent that adequate amounts are on deposit in that Fund for that purpose, any and all lawful claims which, if unpaid, might become a lien or charge upon the Pledged Revenues, or any part of the Pledged Revenues, or upon any funds in the hands of the Trustee, or which might impair the security of the Bonds. Nothing in this Ordinance shall require the City to make any such payment so long as the City in good faith shall contest the validity of said claims.

(c) The City will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the City, in which complete and correct entries shall be made of all transactions relating to the Bonds and to the Pledged Revenues. Such books of record and accounts, and any report provided by the Developer to the City pursuant to the Redevelopment Agreement, shall at all times during business hours be subject to the inspection of the registered owners of not less than ten percent (10%) of the principal amount of the Bonds then outstanding, or their representatives authorized in writing.

The City will prepare, or cause the preparation of, within one hundred eighty (180) days after the close of each fiscal year of the City so long as any of the Bonds are outstanding, audited financial statements with respect to the preceding fiscal year showing the Pledged Revenues received and all disbursements from the funds and accounts created by this Ordinance, on a consolidated basis, as of the end of such fiscal year, which statements shall be accompanied by a certificate or opinion in writing of an independent certified public accountant. The City will furnish a copy of such statements to the Trustee and the Trustee is authorized to furnish such statements to any Bondholder upon written request.

(d) The City will preserve and protect the security of the Bonds and the rights of the Bondholders, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the Bonds by the City, the Bonds shall be incontestable by the City.

(e) The City will execute and deliver any and all such instruments and assurances as may be reasonably necessary or proper to carry out the intention of, or to facilitate the performance of, this Ordinance, and for the better assuring and confirming unto the registered owners of the Bonds of the rights and benefits provided in this Ordinance.

SECTION 11. Execution of Instruments. Any Designated Officer and such other officers of the City as may be necessary are authorized to execute such documents as may be necessary to implement the Project and to effect the issuance and delivery of the Bonds and execution of such documents by such officer is hereby deemed conclusive evidence of approval of each with such changes as may be effected. The form of Redevelopment Agreement attached hereto as Exhibit B is hereby approved and any Designated Officer or the Commissioner of the Department of Planning and Development is hereby authorized to execute and deliver the Redevelopment Agreement in substantially the form attached hereto or with such changes and modifications as the Designated Officer executing the same shall deem necessary and appropriate consistent with the purposes and intent of this Ordinance, his or her execution of the Redevelopment Agreement to constitute conclusive evidence of approval of each of such changes and modifications.

SECTION 12. Use of Bond Proceeds. The proceeds derived from the sale of the Bonds shall be used as follows:

(a) Accrued interest, if any, received by the City upon the sale of the Bonds shall be remitted to the Trustee for deposit in the Capitalized Interest Subaccount of the Principal and Interest Account.

(b) The City shall then allocate from the Bond proceeds an amount for expenses incurred in the issuance of the Bonds, including, without limitation, the administrative fee of the City, which shall be deposited into an "Expense Fund" to be maintained by the Designated Officer and disbursed for such issuance expenses from time to time in accordance with usual City procedures for the disbursement of funds. Monies not disbursed from the Expense Fund within six (6) months from the Bond Closing Date shall be transferred by the Designated Officer to the Trustee for deposit in the Project Fund described in this Ordinance, and any deficiencies in the Expense Fund shall be paid by disbursement from the Project Fund.

(c) An amount required to fund the Reserve and Redemption Account in accordance with the Determination Certificate shall be paid to the Trustee and credited to the Reserve and Redemption Account.

(d) The remaining proceeds of the Bonds shall be set aside in a separate fund created by this Ordinance and designated as the "Project Fund (Taxable Series 1994A)" (the "Project Fund"), which the City shall maintain. Money in said fund shall be withdrawn from time to time as needed for the payment of Project Costs and paying the fees and expenses incidental to the Project not paid out of the Expense Fund and that money shall be disbursed by the City from time to time to pay Project Costs.

Within sixty (60) days after full depletion of the Project Fund or payment of all costs of the T.I.F. Improvements to be funded with the Bonds, the Commissioner of the Department of Planning and Development of the City or his or her designee shall provide certification in writing (a "Completion Certificate") to the City Council of the City and to the Trustee of the fact of such completion. Upon delivery of such Completion Certificate to the Trustee, funds (if any) remaining in the Project Fund may first be applied, at the sole discretion of the City, to finance costs of T.I.F. Improvements not otherwise financed with the proceeds of the Bonds or, if not so applied, shall be transmitted by the Trustee to the Treasurer, and the Treasurer shall credit those funds to the Incremental Taxes Fund; and the Project Fund shall be closed.

All investment earnings in the Project Fund shall be transferred at the direction of the City to the Trustee for crediting to the Project Fund.

SECTION 13. Additional Bonds; Junior Lien Bonds. The City reserves the right to issue Additional Bonds and/or Junior Lien Bonds from time to time for the purposes authorized in the Redevelopment Plan. However, no Additional Bonds may be issued without the prior written consent of the registered owners of one hundred percent (100%) in aggregate principal amount of the Bonds at the time outstanding. The Designated Officer may provide in the Determination Certificate that the prior written consent of the registered owners of one hundred percent (100%) in aggregate principal amount of the Bonds at the outstanding is a condition precedent to the issuance of Junior Lien Bonds. Any such Additional Bonds shall share ratably and equally with the Bonds in the Incremental Taxes and the Funds and Accounts established under this Ordinance and shall have the terms established in the ordinance supplemental to this Ordinance authorizing such series of Additional Bonds. Additional Bonds shall not have any terms creating a preference or priority of any series of Additional Bonds over the Bonds or any other series of Additional Bonds, provided, however, that the City may, in any ordinance supplemental to this Ordinance, provide for the establishment of separate subaccounts within the Reserve and Redemption Account of the Incremental Taxes Fund relating to one or more series of Additional Bonds. The creation of such separate subaccounts shall not

create a preference of any series of Additional Bonds over the Bonds or any other series of Additional Bonds with respect to Pledged Revenues, except to the extent that an ordinance supplemental to this Ordinance authorizing a series of Additional Bonds provides that amounts on deposit in any such subaccounts shall secure only the one or more series of Additional Bonds with respect to which such subaccount is established. Any Junior Lien Bonds shall be subordinate to the Bonds and any Additional Bonds and shall have the terms established in the ordinances supplemental to this Ordinance authorizing such issuance of Junior Lien Bonds.

Additional Bonds shall be executed substantially in the form and manner set forth in this Ordinance with respect to the Bonds, but prior to or simultaneously with the authentication and delivery of such Additional Bonds by the Trustee, there shall be filed with the Trustee the following:

(a) A certified copy of the supplemental ordinance of the City authorizing the issuance of the series of Additional Bonds;

(b) A request and authorization to the Trustee, on behalf of the City, to authenticate and deliver such Additional Bonds;

(c) Written consent of the registered owners of one hundred percent (100%) in aggregate principal amount of the Bonds at the time outstanding; and

(d) Such other certificates, statements, receipts and documents as the Trustee shall reasonably require for the delivery of such Additional Bonds.

Notwithstanding the preceding paragraph, no Additional Bonds shall be issued except upon compliance with such conditions as the Designated Officer shall provide in the Determination Certificate, which conditions the Designated Officer is authorized and directed to determine and approve on behalf of and in the name of the City. Any Additional Bonds which may be issuable in compliance with this Ordinance shall have a Debt Service Reserve Requirement equal to Maximum Annual Debt Service or such lesser amount as shall be determined by the Designated Officer and provided in the Determination Certificate.

Notwithstanding any restrictions established pursuant to this Section 13, if, prior to the payment of the Bonds, the City shall determine, as provided in Section 14 of this Ordinance, to refund part or all of the Bonds or Additional Bonds then outstanding, said Bonds or Additional Bonds may be refunded, and any Additional Bonds issued in a refunding may share ratably and equally in the Incremental Taxes with the portion, if any, of the Bonds and Additional Bonds which are not refunded without meeting the restrictions of paragraphs (a) and (b) of this Section 13 if the Principal and Interest Requirements are not increased for the then current Bond Year and all

succeeding Bond Years on all Bonds and Additional Bonds then outstanding and the Additional Bonds then proposed to be issued.

Any Additional Bonds which may be issued in compliance with this Ordinance shall be payable as to principal on January 1 and as to interest on January 1 and/or July 1 in each year in which principal and interest come due.

SECTION 14. Refunding Bonds. Refunding bonds issued to refund, whether at or in advance of maturity, Bonds issued under this Ordinance, may be issued by the City Council of the City under this Ordinance to the extent permitted by the Act, and, upon such issuance, shall be "Bonds" as defined under this Ordinance, subject to the limitations of this Ordinance and the Act.

SECTION 15. Defaults And Remedies. The events of default under this Ordinance and remedies for an event of default are as follows:

(a) Definition of Events of Default; Remedies. If one or more of the following events, called "Events of Default", shall happen, that is to say, in case:

(i) default shall be made in the payment of the principal or Compound Accreted Value of or redemption premium, if any, on any Bond or any Additional Bond when such payment shall become due and payable, either at maturity or by proceedings for redemption or otherwise; or

(ii) default shall be made in the payment of any installment of interest on any Bond or any Additional Bond when and as such payment shall become due and payable; or

(iii) default shall be made by the City in the performance of any obligation in respect of the Reserve and Redemption Account and such default shall continue for thirty (30) days after such default; or

(iv) the City shall (1) commence a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, (2) make an assignment for the benefit of its creditors, (3) consent to the appointment of a receiver of itself or of the whole or any substantial part of its property or (4) be adjudicated a bankrupt or have entered against it any order for relief in respect of an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law and such order continues in effect for a period of sixty (60) days without stay or vacation; or

(v) a court of competent jurisdiction shall enter an order, judgment or decree appointing a receiver of the City, or of the whole or any substantial part of its property, or approving a petition seeking reorganization of the City under the federal bankruptcy laws or any other applicable federal or state law or statute and such order, judgment or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of the entry of such order, judgment or decree; or

(vi) under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the City or of the whole or any substantial part of its property, and such custody or control shall not be terminated or stayed within sixty (60) days from the date of assumption of such custody or control; or

(vii) the City shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Ordinance on the part of the City to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring such default to be remedied shall have been given to the City by the Trustee (which may give such notice whenever it determines that such a default is subsisting and shall give such notice at the written request of the registered owners of not less than a majority of registered owners of the principal amount of the Bonds then outstanding), then in each and every such case the Trustee may, and upon the written request of the registered owners of a majority of the principal amount of the Bonds affected by the Event of Default and then outstanding under this Ordinance shall proceed to protect and enforce its rights and the rights of the registered owners of the Bonds by a suit, action or special proceeding in equity or at law, by mandamus or otherwise, either for the specific performance of any covenant or agreement contained in this Ordinance or in aid or execution of any power granted by this Ordinance or for any enforcement of any proper legal or equitable remedy as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce those rights.

During the continuance of an Event of Default, all moneys received by the Trustee under this Ordinance from the City or from any other source shall be applied by the Trustee in accordance with the terms of subparagraph (i) below.

(b) Notice of Default. The Trustee shall within ninety (90) days after the occurrence of an Event of Default, mail to the Bondholders at the address shown on the Bond Register notice of all Events of Default known to the Trustee unless such defaults shall have been cured before the giving of such notice.

(c) Termination of Proceedings by Trustee. In case any proceedings taken by the Trustee on account of any default shall have been

discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case the City, the Trustee and the Bondholder shall be restored to their former positions and rights under this Ordinance, respectively, and all rights, remedies and powers of the Trustee shall continue as though no such proceeding had been taken.

(d) Right of Bondholders to Control Proceedings. Anything in this Ordinance to the contrary notwithstanding, the registered owners of a majority in principal amount of the Bonds then outstanding shall have the right, by an instrument in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial proceedings to be taken by the Trustee hereunder in respect of the Bonds; provided that such direction shall not be otherwise than in accordance with law and the Trustee shall be indemnified to its satisfaction against the costs, expenses and liabilities to be incurred due to such remedial proceedings.

(e) Right of Bondholders to Institute Suit. No registered owner of any of the Bonds shall have any right to institute any suit, action or proceeding in equity or at law for the execution of any trust under this Ordinance, or for any other remedy under this Ordinance or on the Bonds unless such registered owner previously shall have given to the Trustee written notice of an Event of Default as provided above, and unless also the registered owner, or registered owners, of a majority in principal amount of the Bonds then outstanding shall have made written request of the Trustee after the right to exercise such powers, or right of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers granted to the Trustee by this Ordinance, or to institute such action, suit, or proceeding in its name; and unless, also, there shall have been offered to the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred by the Trustee as a result, and the Trustee shall have refused or neglected to comply with such request within a reasonable time; and such notification, request and offer of indemnity are declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Ordinance or for any other remedy under this Ordinance; it being understood and intended that no one or more registered owners of the Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Ordinance, or to enforce any right under this Ordinance, except in the manner provided in this Ordinance, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner provided in this Ordinance and for the equal benefit of all registered owners of the outstanding Bonds. Nothing in this Section 15 contained shall, however, affect or impair the right of any Bondholder, which is absolute and unconditional, to enforce the payment of the principal of and redemption premium, if any, and interest on such Bondholder's Bonds out of the Incremental Taxes Fund or special funds and accounts provided for such payment, or the obligation of the City to pay the same, out of said

taxes or special funds and accounts, at the time and place in the Bonds expressed.

(f) Suits by Trustee. All rights of action under this Ordinance, or under any of the Bonds, enforceable by the Trustee, may be enforced by it without the possession of any of the Bonds or the production of the Bonds at the trial or other proceeding relative to the Bonds, and any such suit, or proceeding, instituted by the Trustee shall be brought in its name for the ratable benefit of the registered owners of the Bonds affected by such suit or proceeding, subject to the provisions of this Ordinance.

(g) Remedies Cumulative. No remedy conferred by this Ordinance upon or reserved to the Trustee or to the Bondholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given under this Ordinance or now or later existing at law or in equity or by statute.

(h) Waiver of Default. No delay or omission of the Trustee or of any Bondholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence in such default; and every power and remedy given by this Section 15 to the Trustee and the Bondholders, respectively, may be exercised from time to time, and as often as may be deemed expedient.

(i) Application of Monies After Default. The City covenants that if an Event of Default shall happen and shall not have been remedied, the Trustee shall apply all monies, securities and funds received by the Trustee pursuant to any right given or action taken under the provisions of this Section 15 as follows and in the following order:

(i) First, to the payment of the reasonable and proper expenses of the Trustee, the Bond Registrar and paying agents, and thereafter;

(ii) Second, to the payment of principal or redemption premium, if any, and interest then due on the Bonds as follows:

(1) Unless the principal of all the Bonds shall have become due and payable, all such monies shall be applied as follows:

(a) first, to the payment to the persons so entitled of all installments of interest then due, in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installments, to the persons entitled to such payment, without any discrimination or preference;

(b) second, to the payment to the persons so entitled of the unpaid principal of any of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which monies are held pursuant to the provisions of this Ordinance), in the order of their due dates, with interest upon such Bonds from the respective dates upon which they became due, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment first of such interest, ratably according to the amount of such interest due on such date, and then to the payment of such principal ratably according to the amount of such principal due on such date, to the persons entitled to payment without any discrimination or preference; and

(c) third, to the payment of the redemption premium, if any, on and the principal of any Bonds called for redemption pursuant to the provisions of this Ordinance.

(2) If the principal of all the Bonds shall have become due and payable, all such monies shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, with interest on the Bonds as provided above, without preference or priority of principal; over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled to payment without any discrimination or preference.

Whenever monies are to be applied by the Trustee pursuant to the provision of this paragraph, such monies shall be applied by the Trustee at such times, and from time to time, as the Trustee in its sole discretion shall determine, having due regard to the amount of such monies available for application and the likelihood of additional monies becoming available for such application in the future. The deposit of such monies with the paying agents, or otherwise setting aside such monies, in trust for the proper purpose, shall constitute proper application by the Trustee; and the Trustee shall incur no liability whatsoever to the City, to any Bondholder or to any other person for any delay in applying any such funds, so long as the Trustee acts with reasonable diligence, having due regard to the circumstances, and ultimately applies the same in accordance with such provisions of this Ordinance as may be applicable at the time of application by the Trustee. Whenever the Trustee shall exercise such discretion in applying such funds, it shall fix the date (which shall be an interest payment date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem

appropriate of the fixing of any such date and of the endorsement to be entered on each Bond on which payment shall be made, and shall not be required to make payment to the registered owner of any unpaid Bond until such Bond shall be presented to the Trustee for appropriate endorsement, or some other procedure deemed satisfactory by the Trustee.

SECTION 16. Pertaining to the Trustee. The Trustee under this Ordinance is the trustee of an express trust hereby created for the Bondholders. The further rights and duties of the Trustee are set out as follows:

(a) Acceptance by Trustee. The Trustee shall accept the trusts hereby created by certificate of acceptance duly delivered, but only upon the terms and conditions set forth in this Section 16.

(b) Performance of Duties. The Trustee shall, prior to an Event of Default, and after the curing of all such Events of Default which may have occurred, perform such duties and only such duties as are specifically set forth in this Ordinance, using such care as a corporate trustee ordinarily would use in performing trusts under a corporate indenture or trust or depositary agreement. The Trustee shall, during the existence of any such Event of Default which has not been cured, exercise such of the rights and powers vested in it by this Ordinance, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

No provision of this Ordinance shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(i) Prior to an Event of Default under this Ordinance and after the curing of all such Events of Default which may have occurred:

(1) the duties and obligations of the Trustee shall be determined solely by the express provisions of this Ordinance, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Ordinance, and no implied covenants or obligations shall be read into this Ordinance against the Trustee; and

(2) in the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed in any certificate or opinion furnished to the Trustee conforming to the requirements of this Ordinance; but in the case of any such certificate or opinion which by any provision of this Ordinance is specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine such

certificate or opinion to determine whether or not it conforms to the requirements of this Ordinance.

(ii) At all times, regardless of whether or not any Event of Default shall exist:

(1) the Trustee shall not be liable for any error of judgment made in good faith by a responsible officer or officers of the Trustee unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts; and

(2) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the registered owners of not less than a majority (or such larger percentage as is otherwise specifically required by the terms of the Ordinance) in aggregate principal amount of all the Bonds at the time outstanding.

(iii) None of the provisions contained in this Ordinance shall require the Trustee to expend or risk its own funds or otherwise incur individual financial liability in the performance of any of its duties or in the exercise of any of its rights or powers.

(iv) The Trustee shall not be answerable for other than its negligence or willful default. The Trustee shall not be required to take notice or be deemed to have notice of any default under this Ordinance, except failure by the City to cause to be made any of the payments to the Trustee required to be made by Section 9, unless the Trustee shall be specifically notified in writing of such default by the City or by the registered owners of a majority in aggregate principal amount of all Bonds then outstanding, and all notices or other instruments required by this Ordinance to be delivered to the Trustee must, in order to be effective, be delivered at the principal office of the Trustee, addressed to its Trust Department, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as otherwise provided in this Ordinance.

(v) At any and all reasonable times, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect any and all of the books, papers and records of the City pertaining to the Project Area and the Bonds, and to take such memoranda from and in regard to the Project Area and the Bonds as may be desired.

(vi) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(vii) Notwithstanding any other provision of this Ordinance, the Trustee shall have the right, but shall not be required, to demand, in respect of the withdrawal of any cash or any action whatsoever within the purview of this Ordinance, any showings, certificates, opinions, appraisals or other information or corporate action or evidence of the foregoing, in addition to that by the terms of this Ordinance required as a condition of such action by the Trustee, deemed desirable for the purpose of establishing the right of the City to the withdrawal of any cash or the taking of any other action by the Trustee.

(viii) Before taking any action under this Section 16, the Trustee may require that a satisfactory indemnity bond or other security satisfactory to it be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from the negligence or willful default of the Trustee in connection with any action so taken.

(ix) All monies received by the Trustee or any paying agent shall, until used or applied or invested as provided in this Ordinance, be held in trust for the purposes for which they were received.

(c) Instruments Upon Which Trustee May Rely. Except as otherwise provided in paragraph (b) of this Ordinance:

(i) the Trustee may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, Bond or other paper or document reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties;

(ii) any notice, request, direction, election, order or demand of the City mentioned in this Ordinance shall be sufficiently evidenced by an instrument signed in the name of the City by its Mayor or its City Clerk (unless other evidence in respect of any such notice, request, direction, election, order or demand be specifically prescribed in this Ordinance); and any resolution of the City Council of the City may be evidenced to the Trustee by a copy of such resolution certified by the City Clerk under the City seal;

(iii) the Trustee may consult with counsel (who may but need not be counsel for the City) and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it pursuant to this Ordinance in good faith and in accordance with the opinion of such counsel; and

(iv) whenever in the administration of the trusts under this Ordinance, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Ordinance, such matter (unless other evidence is specifically

prescribed in this Ordinance) may, in the absence of negligence or bad faith on the part of the Trustee, be deemed to be conclusively proved and established by a certificate of the City; and such certificate of the City shall, in the absence of negligence or bad faith on the part of the Trustee for any action taken or suffered by it under the provisions of this Ordinance upon the faith of the City.

(d) Trustee Not Responsible for Recitals and Other Matters. The Trustee shall not be responsible in any manner whatsoever for the correctness of the recitals in this Ordinance or in the Bonds (except the Trustee's certificate of authentication on the Bonds), all of which are made by the City solely; and the Trustee shall not be responsible or accountable in any manner whatsoever for or with respect to the validity or execution or sufficiency of this Ordnance, or of any ordinance supplemental to this Ordinance, or of the Bonds, or the sufficiency of the taxes to pay the principal of and interest on the Bonds, or for the security afforded by this Ordinance or for the validity of any securities at any time held under this Ordinance, and the Trustee makes no representation with respect to the foregoing. The Trustee shall not be accountable for the use or application by the City of any Bonds authenticated and delivered under this Ordinance or of the proceeds of such Bonds, or for the use or application of any monies paid over by the Trustee in accordance with any provision of this Ordinance.

(e) Trustee May Acquire Bonds. The Trustee and its officers and directors may acquire and hold, or become the pledgee of, Bonds and may otherwise deal with the City in the manner and to the same extent and with like effect as though it were not Trustee under this Ordinance.

(f) Moneys Need Not be Segregated. Subject to the provisions of Sections 9 and 18 of this Ordinance, all monies received by the Trustee shall, until used or applied as provided in this Ordinance, although held in trust for the purposes for which they were received, need not be segregated from other funds except to the extent required by this Ordinance or by law. Notwithstanding the foregoing, the Trustee shall invest monies held by it under this Ordinance pursuant to the applicable provisions of this Ordinance.

(g) Intervention by Trustee. In any judicial proceeding to which the City is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of registered owners of the Bonds, the Trustee may intervene on behalf of Bondholders and, subject to the provisions of subparagraph (b)(viii) of this Section 16, shall do so if requested in writing by the registered owners of a majority in aggregate principal amount of all Bonds then outstanding. The rights and obligations of the Trustee to intervene in any such judicial proceeding under this Section 16 are subject to the approval of a court of competent jurisdiction if approval of such intervention is otherwise required by law.

(h) Compensation of Trustee. The City covenants and agrees to cause to be paid from the Incremental Taxes Fund to the Trustee from time to time, and the Trustee shall be entitled to reasonable compensation for all services rendered by it in the execution of the trusts created by this Ordinance and in the exercise and performance of any of the powers and duties under this Ordinance of the Trustee, which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust, and the City will pay or reimburse the Trustee upon its request for all expenses (ordinary and extraordinary), disbursements and advances incurred or made by the Trustee in accordance with any of the provisions of this Ordinance, including the reasonable compensation and the expenses and disbursements of its counsel and of all persons not regularly in its employ, except any such expense, disbursement or advance as may arise from its negligence or bad faith. The City also covenants to indemnify the Trustee for, and to hold it harmless against, any loss, liability, expense or advance incurred or made without negligence or bad faith on the part of the Trustee, arising out of or in connection with the acceptance or administration of this trust, including fees for legal, engineering and other professional services deemed advisable by the Trustee and all costs and expenses of defending itself against any claim of liability in the premises. The obligations of the City under this paragraph to compensate the Trustee for services and to pay and/or reimburse the Trustee for expenses, disbursements, liabilities and advances shall constitute additional indebtedness under this Ordinance. In the event of default in the payment of such additional indebtedness by the City, the Trustee shall have a lien for such additional indebtedness on any moneys held by the Trustee under this Ordinance prior to any rights in such moneys of the registered owners of the Bonds except funds held in trust by the Trustee for the benefit of the registered owners of particular Bonds.

(i) Qualifications of Trustee. There shall at all times be a Trustee under this Ordinance which shall be a corporation organized and doing business under the laws of the United States or any state thereof, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least $50,000,000; and shall be subject to supervision or examination by federal or state authority. Any such Trustee, except for a successor Trustee appointed under subparagraph (j)(iii) of this Section 16, shall have its principal office and place of business in the State of Illinois; provided, however, if there be no such corporation qualified under this Ordinance and willing to so act as Trustee, any such Trustee shall then meet the requirements of a successor Trustee set forth in subparagraph (j)(iii). If such corporation publishes reports of conditions at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this paragraph, the combined capital, surplus and undivided profits of such corporation shall be deemed to be its combined capital, surplus and undivided profits as set forth in its most recent report of condition so

published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this paragraph, the Trustee shall resign immediately in the manner and with the effect specified in paragraph (j) of this Section 16.

(j) Resignation or Removal of Trustee and Appointment of Successor.

(i) The Trustee may at any time resign by giving written notice to the City and by giving to the Bondholders notice by publication of such resignation, which notice shall be published at least once in a financial newspaper or journal printed in the English language and customarily published on each business day and of general circulation among dealers in municipal securities in the City of New York, New York, and by first class mail to the names and addresses shown on the Bond Register. If, because of the temporary or permanent suspension of the publication or general circulation of any financial newspaper or journal or for any other reason it is impossible or impractical to publish such notice of resignation in the manner provided in this Ordinance, then such publication as shall be made with the approval of the Trustee shall constitute sufficient publication of notice. Upon receiving such notice of resignation, the City promptly shall appoint a successor Trustee by an instrument in writing executed by order of the City Council of the City. If no successor Trustee shall have been so appointed and have accepted appointment within sixty (60) days after the publication of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee, or any Bondholder who has been a bona fide registered owner of a Bond or Bonds for at least six (6) months may, on behalf of himself or herself and all others similarly situated, petition any such court for the appointment of a successor Trustee. Such court may upon such petition, after such notice, if any, as it may deem proper and prescribe, appoint a successor Trustee.

(ii) In case at any time any of the following shall occur:

(1) the Trustee shall cease to be eligible in accordance with the provisions of paragraph (i) or subparagraph (j)(iii) of this Section 16 and shall fail to resign after written request for its resignation by the City or by any Bondholder who has been a bona fide registered owner of a Bond or Bonds for at least six (6) months; or

(2) the Trustee shall become incapable of acting, or shall be adjudged as bankrupt or insolvent, or a receiver of the Trustee or of its property shall be appointed, or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then, in any such case, the City may remove the Trustee and appoint a successor Trustee by an instrument in writing executed by order of the City Council of the City or any Bondholder may, on behalf of herself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee. Such court may upon such petition, after such notice, if any, as it may deem proper and prescribe, remove the Trustee and appoint a successor Trustee.

(iii) The registered owners of a majority in aggregate principal amount of all the Bonds at the time outstanding may at any time remove the Trustee and appoint a successor Trustee by an instrument or concurrent instruments in writing signed by such Bondholders. Such successor Trustee shall be a corporation or association authorized under applicable laws to exercise corporate trust powers and may be incorporated or associated under the laws of the United States or of the State of Illinois. Such successor Trustee shall satisfy the minimum combined capital, surplus and undivided profits requirement set forth in paragraph (i) of this Section 16.

(iv) The City, subject to the approval of the registered owners of a majority in aggregate principal amount of all the Bonds at the time outstanding, may at any time remove the Trustee and appoint a successor Trustee by an instrument in writing signed by the City and accompanied by an instrument or concurrent instruments in writing signed by such Bondholders approving such removal and appointment.

(v) Any resignation or removal of the Trustee and appointment of a successor Trustee pursuant to any of the provisions of this paragraph (j) shall become effective upon acceptance of appointment by the successor Trustee as provided in paragraph (k) of this Section 16.

(k) Concerning the Successor Trustee. Any successor Trustee appointed as provided in paragraph (j) of this Section 16 shall execute, acknowledge and deliver to the City and to its predecessor Trustee an instrument accepting such appointment under this Ordinance, and upon such acceptance, the resignation or removal of the predecessor Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor in the trusts under this Ordinance, with the same effect as if originally named as Trustee in this Ordinance; but nevertheless on the written request of the City or the request of the successor Trustee, the Trustee ceasing to act shall execute and deliver an instrument transferring to such successor Trustee, upon the trusts expressed in this Ordinance, all the rights, powers and trusts of the Trustee so ceasing to act. Upon request of any such successor Trustee,

the City shall execute any and all instruments in writing more fully and certainly vesting in and confirming to such successor Trustee of all such rights, powers and duties. Any Trustee ceasing to act shall, nevertheless, retain a lien upon all funds held or collected by such Trustee to secure the amounts due it as compensation reimbursement, expenses and indemnity afforded to it by paragraph (h) of this Section 16.

No successor Trustee shall accept appointment as provided in this paragraph (k) unless at the time of such acceptance such successor Trustee shall be eligible under the provisions of paragraph (i) or subparagraph (j)(iii) of this Section 16.

Upon the acceptance of appointment by a successor Trustee as provided in this paragraph (k), the City shall publish notice of the succession of such Trustee to the trusts under this Ordinance at least once in a financial newspaper or journal, printed in the English language, customarily published on each business day and of general circulation among dealers in municipal securities in the City of New York, New York, and shall mail a copy of such notice to each person whose name appears on the Bond Register. If, because of temporary or permanent suspension of the publication or general circulation of any financial newspaper or journal or for any other reason it is impossible or impractical to publish such notice of succession in the manner provided in this Ordinance, then such publication as shall be made with the approval of the Trustee shall constitute sufficient publication of notice. If the City fails to publish and mail such notice within ten (10) days after acceptance of appointment by the successor Trustee, the successor Trustee shall cause such notice to be published and mailed at the expense of the City.

(l) Merger or Consolidation of Trustee. Any corporation into which the Trustee may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Trustee shall be a party, or any corporation succeeding to the business of the Trustee, shall be the successor of the Trustee under this Ordinance without the execution or filing of any paper or any further act on the part of any of the parties to this Ordinance, anything in this Ordinance to the contrary notwithstanding, provided that such successor Trustee shall be eligible under the provisions of paragraph (k) or subparagraph (j)(iii) of this Section 16.

(m) Financial Statements, Books and Accounts. The Trustee shall retain all financial statements furnished to it by the City pursuant to this Ordinance for at least a period of seven (7) years after the receipt of such financial statements. The Trustee shall provide an accounting to the City not less than thirty (30) days after the end of each fiscal year of the City showing all receipts, disbursements, fund balances, and investments relating to the Funds held by the Trustee under this Ordinance and shall

otherwise assist the City in any reasonable manner in complying with Section 10(c).

(n) Trustee May Act Through Agents and Co-Trustees. The Trustee may execute any of the trusts or powers of this Ordinance and perform any duty under this Ordinance either directly or by or through its agents or attorneys. With the prior consent of the City given in writing by the Designated Officer, the Trustee may appoint a co-trustee or co-trustees having a principal place of business in the State of Illinois and who shall meet the requirements for a successor trustee set forth in paragraph (k) of this Section 16. The Trustee may delegate to such co-trustee or co-trustees such powers, rights, duties, and responsibilities as the Trustee may deem necessary or desirable in order to permit the lawful execution of the trusts set forth in this Ordinance without qualifying to do business or otherwise subjecting itself to the jurisdiction of any regulatory authority of the State of Illinois.

SECTION 17. Evidence of Bondholder Action. Any request, direction or other instrument required by this Ordinance to be signed or executed by Bondholders may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such request, direction or other instrument, or of the writing appointing such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any purpose of this Ordinance and shall be conclusive in favor of the Trustee with regard to any action taken by it under such request:

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction, who, by the laws of such jurisdiction, has power to take acknowledgments within said jurisdiction, to the effect that the person signing such writing acknowledged before her the execution of such writing, or by an affidavit of a witness to such execution;

(b) The ownership of the Bonds shall be proved by the Bond Register.

SECTION 18. Payment and Discharge; Refunding. The Bonds may be discharged, payment provided for, and the City's liability terminated as follows:

(a) Discharge of Indebtedness. If (i) the City shall pay or cause to be paid to the registered owners of the Bonds or any Additional Bonds, the principal, premium, if any, and interest to become due on the Bonds or any Additional Bonds, respectively, at the times and in the manner stipulated in the Bonds or any Additional Bonds, and in this Ordinance, (ii) all fees and expenses of the Trustee, the bond registrar and the paying agents shall have been paid, and (iii) the City shall keep, perform and observe all

and singular the covenants and promises in the Bonds or any Additional Bonds and in this Ordinance expressed as to be kept, performed and observed by it or on its part, then these presents and the rights granted by this Ordinance with respect to the Bonds or any Additional Bonds so paid, shall cease, determine and be void, and thereupon the Trustee shall execute and deliver to the City such instruments in writing as shall be requisite. If the City shall pay or cause to be paid to the registered owners of all outstanding Bonds or any Additional Bonds, as applicable, or of a particular maturity within any series of such Bonds or any Additional Bonds, the principal, premium, if any, and interest to become due on such Bonds or any Additional Bonds at the times and in the manner stipulated in them and in this Ordinance, such Bonds or any Additional Bonds, as applicable, shall cease to be entitled to any lien, benefit or security under the Ordinance, and all covenants, agreements and obligations of the City to the registered owners of such Bonds or any Additional Bonds, as applicable, shall cease, terminate and become void and discharged and satisfied.

(b) Provisions for Payment. Bonds or any Additional Bonds, as applicable, the payment for or redemption of which sufficient monies or sufficient Government Securities shall have been deposited with the Trustee (whether upon or prior to the maturity or the redemption date of such Bonds or any Additional Bonds), shall be deemed to be paid within the meaning of this Ordinance and no longer outstanding under this Ordinance; provided, however, that if such Bonds or any Additional Bonds, as applicable, are to be redeemed prior to their maturity, notice of such redemption shall have been duly given as provided in this Ordinance or arrangements satisfactory to the Trustee shall have been made for the giving of such notice. Government Securities shall be considered sufficient only if said investments are not redeemable prior to maturity at the option of the issuer and mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal and redemption premiums, if any, when due on the Bonds or any Additional Bonds, as applicable, and, if applicable, without rendering the interest on them taxable under the Internal Revenue Code of the United States (if not taxable upon initial issuance).

The City may at any time surrender to the Trustee for cancellation by it any Bonds or any Additional Bonds, as applicable, previously authenticated and delivered under this Ordinance, which the City may have acquired in any manner whatsoever, and such Bonds or any Additional Bonds, as applicable, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) Termination of City's Liability. Upon the discharge of all indebtedness incurred under this Ordinance, or under any Additional Bonds issued under this Ordinance, or upon the deposit with the Trustee of sufficient money and Government Securities (such sufficiency being determined as provided in paragraph (b) of this Section 17) for the

retirement of any particular Bonds or Additional Bonds, all liability of the City in respect of such Bond or Bonds shall cease, determine and be completely discharged and the registered owners of such Bonds or Additional Bonds shall after that be entitled only to payment out of the money and the proceeds of the Government Securities deposited with the Trustee for their payment, subject to the provisions of paragraph (d) of this Section 17.

(d) Unclaimed Moneys. The Trustee shall continue to hold in trust all moneys held by it for the payment of principal of and interest and redemption premium, if any, on the Bonds or Additional Bonds until they shall have been presented for payment. If, after the expiration of the pertinent statute of limitations (as to which the Trustee may rely upon counsel of its own choosing), any money remains unclaimed, the Trustee shall pay said money over to the City for use for any lawful corporate purpose or shall pay such money as is then otherwise provided by law.

SECTION 19. Supplemental Ordinances. Supplemental ordinances may be passed as follows:

(a) Supplemental Ordinances Not Requiring Consent of Bondholders. The City by the City Council of the City, and the Trustee from time to time and at any time, subject to the conditions and restrictions in this Ordinance contained, may pass and accept an ordinance or ordinances supplemental to this Ordinance, which ordinance or ordinances thereafter shall form a part of this Ordinance, for any one or more of the following purposes:

(i) to add to the covenants and agreements of the City contained in this Ordinance, to add other covenants and agreements to be observed, or to surrender, restrict or limit any right or power reserved in this Bond Ordinance to, or conferred upon, the City;

(ii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Ordinance, or in regard to matters or questions arising under this Ordinance, as the City may deem necessary or desirable and not inconsistent with this Ordinance and which in the opinion of the Trustee shall not adversely affect the interests of the registered owners of the Bonds;

(iii) to designate one or more bond registrars or paying agents;

(iv) to comply with the provisions of Section 16(c) of this Ordinance when money and the Government Securities designated in accordance with that section to be sufficient to provide for the retirement of Bonds shall have been deposited with the Trustee;

(v) as to Bonds which are authorized but unissued under this Ordinance:

(1) to change the amount of Bonds authorized, or

(2) to change in any way the terms upon which such Bonds may be issued or secured,

(vi) to provide for Additional Bonds pursuant to the provisions of Section 13 of this Ordinance.

Any supplemental ordinance authorized by the provisions of this Section 19 may be passed by the City and accepted by the Trustee without the consent of or notice to the registered owners of any of the Bonds at the time outstanding, notwithstanding any of the provisions of paragraph (b) of this Section 19, but the Trustee shall not be obligated to accept any such supplemental ordinance which affects the Trustee's own rights, duties or immunities under this Ordinance or otherwise.

(b) Supplemental Ordinances Requiring Consent of Bondholders. With the consent (evidenced as provided in Section 15 of the registered owners of not less than a majority in aggregate principal amount of the Bonds at the time outstanding), the City, by the City Council of the City may pass, and the Trustee may accept from time to time and at any time an ordinance or ordinances supplemental to this Ordinance for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Ordinance or of any supplemental ordinance; provided that no such modification or amendment shall extend the maturity or reduce the interest rate on or otherwise alter or impair the obligation of the City to pay the principal, interest or redemption premium, if any, at the time and place and at the rate and in the currency provided in any Bond without the express consent of the registered owner of such Bond, or permit the creation of a preference or priority of any Bond or Bonds over any other Bond or Bonds, or the creation of a preference or priority of any Additional Bond or Bonds over any Bond or Bonds or any other Additional Bond or Bonds, or reduce the percentage of Bonds required for the affirmative vote or written consent to an amendment or modification, or deprive the registered owners of the Bonds (except as aforesaid) of the right to payment of the Bonds from the taxes pledged to the Bonds without the consent of the registered owners of all the Bonds (as the case may be) then outstanding. Upon receipt by the Trustee of a certified copy of such ordinance and upon the filing with the Trustee of evidence of the consent of Bondholders, the Trustee shall accept such supplemental ordinance (unless such supplemental ordinance affects the Trustee's own rights, duties or immunities under this Ordinance or otherwise, in which case the Trustee may in its discretion, but shall not be obligated to, accept such supplemental ordinance).

It shall not be necessary for the consent of the Bondholders under this paragraph to approve the particular form of any proposed supplemental ordinance, but it shall be sufficient if such consent shall approve the substance of such proposed supplemental ordinance.

Promptly after the passage by the City and the acceptance by the Trustee of any supplemental ordinance pursuant to the provisions of this paragraph, the Trustee, at the expense of the City, shall send written notice of such supplemental ordinance to the registered owners of the outstanding Bonds, Additional Bonds and Junior Lien Bonds. Such notice shall set forth in general terms the substance of such supplemental ordinance. Any failure of the City to give such notice, or any defect in such notice, shall not, however, in any way impair or affect the validity of any such supplemental ordinance.

(c) Supplemental Ordinance to Modify this Ordinance. Upon the execution of any supplemental ordinance pursuant to the provisions of this section, this Ordinance shall be modified and amended in accordance with the supplemental ordinance and the respective rights, duties and obligations under this Ordinance of the City, the Trustee and all registered owners of Bonds outstanding under the Bonds shall be determined, exercised and enforced under this Ordinance subject in all respects to such modification and amendments, and all the terms and conditions of any such supplemental ordinance shall be and be deemed to be part of the terms and conditions of this Ordinance for any and all purposes.

(d) Trustee May Rely Upon Opinion of Counsel Regarding Supplemental Ordinance. Subject to the provisions of Section 16(b), the Trustee may receive an opinion of counsel as conclusive evidence that any supplemental ordinance executed pursuant to the provisions of this section complies with the requirements of this section.

(e) Notation on Bonds. Bonds authenticated and delivered after the execution of any supplemental ordinance pursuant to the provisions of this section may bear a notation, in form approved by the Trustee, as to any matter provided for in such supplemental ordinance, and if such supplemental ordinance shall so provide, new bonds, so modified as to conform, in the opinion of the Trustee and the City Council of the City, to any modification of this Ordinance contained in any such supplemental ordinance, may be prepared by the City, authenticated by the Trustee and delivered without cost to the registered owners of the Bonds then outstanding, upon surrender for cancellation of such Bonds, in equal aggregate principal amounts.

SECTION 20. This Ordinance a Contract. The provisions of this Ordinance shall constitute a contract between the City and the registered

owners of the Bonds, and upon the acceptance of the duties under this Ordinance between the City and the Trustee, no changes, additions or alterations of any kind shall be made to this Ordinance, except as provided in it.

SECTION 21. Partial Invalidity. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 22. List of Bondholders. The Trustee shall maintain a list of the names and addresses of the registered owners of all Bonds and upon any transfer shall add the name and address of the new Bondholder and eliminate the name and address of the transferor Bondholder.

SECTION 23. Rights and Duties of Trustee. If requested by the Trustee, the Mayor and City Clerk of the City are authorized to execute the Trustee's standard form of agreement between the City and the Trustee with respect to the obligations and duties of the Trustee under this Ordinance, which may include the following:

(a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided in this Ordinance;

(b) to maintain a list of Bondholders and to furnish such list to the City upon request, but otherwise to keep such list confidential;

(c) to give notice of redemption of Bonds as provided in this Ordinance;

(d) to cancel and/or destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer;

(e) to furnish the City at least annually a certificate with respect to Bonds canceled and/or destroyed; and

(f) to furnish the City at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

The City Clerk of the City is directed by this Ordinance to file a certified copy of this Ordinance with the Trustee.

SECTION 24. Prior Inconsistent Proceedings. All ordinances, resolutions or orders, or parts of the foregoing, in conflict with the provisions of this Ordinance, are to the extent of such conflict repealed by this Ordinance.

SECTION 25. Immunity of Officers, Employees and Members of City. No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based on the Bonds or upon any obligation, covenant or agreement in this Bond Ordinance contained against any past, present or future officer, director, member, employee or agent of the City, or of any successor public corporation, as such, either directly or through the City or any successor public corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is expressly waived and released by this Ordinance as a condition of and consideration for the passage of this Ordinance and the issuance of such Bonds.

SECTION 26. Effective Date. This Ordinance shall be published in pamphlet form by the City Clerk, by causing to be printed at least 25 copies of this Ordinance, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of it. This ordinance shall be in full force and effect upon its adoption and approval by the Mayor.

Passed on November 30, 1994.

_____

Mayor, City of Chicago

Recorded in the City Records
on November 30, 1994.

Attest:

_____

City Clerk, City of Chicago

Acceptance By Trustee.

The Undersigned Trustee does hereby acknowledge receipt of a duplicate original of the above ordinance of the City of Chicago, Illinois, and does hereby agree to perform the trusts imposed in it.

Dated this _____ day of November, 1994.

_____
Trustee

By: _____

Attest:

_____

(Seal)

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".

The legal description for the Lincoln-Belmont-Ashland Tax Increment Financing Redevelopment Project Area is:

that part of the southeast quarter of Section 19 and the southwest quarter of Section 20, both in Township 40 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

beginning at the intersection of the centerline of North Lincoln Avenue with the centerline of North Ashland Avenue, being also the east line of said southeast quarter of Section 19 and the west line of said southwest quarter of Section 20; thence northwesterly along said centerline of North Lincoln Avenue, a distance of 339.65 feet to the easterly extension of the south line of West Melrose Street; thence westerly along said south line and the easterly extension thereof, 184.06 feet to the northeast corner of Lot 41 in Block 10 in Gross'

North Addition to Chicago in the southeast quarter of Section 19, aforesaid; thence southerly along the east line of said Lot 41 and the southerly extension thereof, 133.00 feet to the centerline of the east/west public alley, being 16 feet in width, in said Block 10; thence westerly along said centerline and the westerly extension thereof, 326.00 feet to the centerline of North Paulina Street; thence northerly along said centerline, 199.00 feet to the westerly extension of the north line of West Melrose Street, aforesaid; thence easterly along said north line and the westerly and easterly extensions thereof, 477.37 feet to the centerline of North Lincoln Avenue, aforesaid; thence northwesterly along said centerline, 334.60 feet to the centerline of North Marshfield Avenue; thence northerly along said centerline of North Marshfield Avenue, 242.31 feet to the westerly extension of the north line of the south 10.00 feet of Lot 33 in Block 8 in G.H.A. Thomas' Subdivision of Blocks 8 and 9 of L. Turner's Subdivision of the northeast half of the east half of the southeast quarter of Section 19, aforesaid; thence easterly along said north line and the westerly extension thereof, 157.88 feet to the east line of said Lot 33; thence southerly along said east line, 10.00 feet to the southeast corner thereof; thence easterly along the north line and the westerly extension thereof, of Lot 17 in said Block 8, a distance of 123.90 feet to the northeast corner thereof; thence easterly at right angles to the east line of said Lot 17, a distance of 50.00 feet to the centerline of North Ashland Avenue, aforesaid; thence northerly along said centerline, 66.99 feet to the westerly extension of the north line of Lot 19 in Block 1 of Sickel and Hufmeyer's Subdivision of the south half of the north half of the southwest quarter of the southwest quarter of Section 20, aforesaid; thence easterly along the north line of said Lot 19 and said westerly extension and the easterly extension of said north line, and the north line of Lots 9 through 18, inclusive, being also the south line of West Henderson Street, 426.00 feet to the northeast corner of said Lot 9; thence southerly along the east line of said Lot 9, a distance of 125.20 feet to the southeast corner thereof; thence westerly along the south line of said Lot 9, a distance of 16.00 feet to the northerly extension of the east line of the west 9.00 feet of Lot 38 in said Block 1; thence southerly along the east line of said 9.00 feet, and said northerly extension thereof, and the southerly extension thereof, 174.21 feet to the centerline of West School Street; thence westerly along said centerline, 410.14 feet to the centerline of North Ashland Avenue, aforesaid; thence southerly along said centerline of North Ashland Avenue, 670.32 feet to the centerline of North Lincoln Avenue, aforesaid, being the place of beginning, in Cook County, Illinois.

Permanent Index Numbers.

14-19-426-008	14-20-320-001
14-19-426-011	14-20-320-002
14-19-426-012	14-20-320-003
14-19-426-027	14-20-320-004
14-19-426-030	14-20-320-005
14-19-426-031	14-20-320-006
	14-20-320-007
14-19-431-001	
	14-20-320-034
14-19-431-002	
	14-20-320-043
14-19-431-003	
	14-20-320-044
14-19-435-003	
14-19-435-004	
14-19-435-009	
14-19-435-038	
14-19-435-039	
14-19-435-040	

Exhibit "B".

Lincoln-Belmont-Ashland Redevelopment Agreement.

This Lincoln-Belmont-Ashland Redevelopment Agreement (this "Agreement") is made as of this ___ day of _____, 1994, by and among the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("D.P.D."), and Lincoln, Ashland & Belmont, L.L.C., a Delaware limited liability

corporation, Lab-Lofts, L.L.C., a Delaware limited liability corporation and Lab-Townhomes, L.L.C., a Delaware limited liability corporation (collectively, the "Developer"; all references to the Developer herein shall include each and every one of the foregoing entities and each and every obligation of the Developer hereunder shall be the joint and several obligation of each such entity).

Recitals.

A. Constitutional Authority. As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "State"), the City has the authority to promote the health, safety, and welfare of the City and its inhabitants, to encourage private development in order to enhance the local tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

B. Statutory Authority. The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq. (1992 State Bar Edition) (the "Act") to finance the redevelopment of blighted areas.

C. City Council Authority. To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on November 2, 1994: (1) "An Ordinance Of The City Of Chicago, Illinois, Approving And Adopting A Redevelopment Plan And Redevelopment Project for the Lincoln-Belmont-Ashland Tax Increment Financing Redevelopment Project Area" (the "Redevelopment Ordinance"); (2) "An Ordinance Of The City of Chicago, Illinois, Designating The Lincoln-Belmont-Ashland Tax Increment Financing Redevelopment Project Area Of Said City A Redevelopment Project Area Pursuant To The Tax Increment Allocation Redevelopment Act" (the "Designation Ordinance"); and (3) "An Ordinance Of The City Of Chicago, Illinois, Adopting Tax Increment Allocation Financing For The Lincoln-Belmont-Ashland Tax Increment Financing Redevelopment Project Area" (the "T.I.F. Adoption Ordinance"), (collectively referred to herein as the "T.I.F. Ordinances"). The Lincoln-Belmont-Ashland Redevelopment Project Area (the "Redevelopment Area") is legally described in (Sub)Exhibit A hereto.

D. The Project. The Developer has purchased or will purchase certain property located within the Redevelopment Area at the following addresses:

3219 -- 3263 North Lincoln Avenue

3220 -- 3258 North Ashland Avenue

1601 -- 1623 West School Street

1600 -- 1624 West School Street

3300 -- 3318 North Ashland Avenue

1522 -- 1544 West School Street

1521 -- 1545 West Henderson Street

3301 -- 3321 North Marshfield Avenue,

and legally described on (Sub)Exhibit B hereto (the "Property") and, within the time frames set forth in Section 3.01 hereof, shall commence and complete construction of a mixed-use project consisting of approximately 90,000 square feet of retail space, a parking structure with approximately one hundred seventy-six (176) spaces, eighty (80) loft condominiums and forty-seven (47) townhomes thereon. This mixed-use project and related improvements (including but not limited to those T.I.F.-Funded Improvements as defined below and set forth on (Sub)Exhibit C) are collectively referred to herein as the "Project". The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

E. Redevelopment Plan. The Project will be carried out in accordance with this Agreement and the City of Chicago Lincoln-Belmont-Ashland Redevelopment Area Tax Increment Financing Program Redevelopment Plan (the "Redevelopment Plan") attached hereto as (Sub)Exhibit D.

F. City Financing. The City Council on [November 30], 1994 adopted an ordinance (the "T.I.F. Bond Ordinance") entitled, "An Ordinance of the City of Chicago Providing for the Issuance of not to exceed $8,000,000 Tax Increment Allocation Bonds (Lincoln-Belmont-Ashland Redevelopment Project), Taxable Series 1994A" (the "Series 1994A T.I.F. Bonds") for the purposes of (i) paying a portion of the Redevelopment Project Costs which have been approved for the Redevelopment Project Area; (ii) paying certain expenses incurred in connection with the issuance of the Series 1994A T.I.F. Bonds, including the City Fee (as hereinafter defined); and (iii) providing any required deposit to the Reserve and Redemption Account (as defined in the T.I.F. Bond Ordinance). After issuance of the Certificate (as hereinafter defined), the City may, but is not obligated to, issue tax-exempt bonds ("Refunding T.I.F. Bonds") for the purposes of (i) paying principal and accrued interest on the Series 1994A T.I.F. Bonds, (ii) financing any interest reserved required for the Refunding T.I.F. Bonds and (iii) paying costs of issuance.

Now, Therefore, In consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt

and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1.

Recitals.

The foregoing recitals are hereby incorporated into this Agreement by reference.

Section 2.

Definitions.

For purposes of this Agreement, in addition to the terms defined in the foregoing recitals, the following terms shall have the meanings set forth below:

"Actual Total Costs" shall mean actual total costs of the overall Project documented by such evidence as shall be satisfactory to D.P.D. in its reasonable discretion and as certified by the Developer.

"Affiliate" shall mean any person or entity directly or indirectly controlling, controlled by or under common control with the Developer.

"Certificate" shall mean the Certificate of Completion described in Section 8.01 hereof.

"Change Order" shall mean any amendment or modification to the Scope Drawings, Plans and Specifications or the Project Budget as described in Section 3.03, Section 3.04 and Section 3.05, respectively.

"City Fee" shall mean the fee described in Section 4.05(b) hereof.

"City Funds" shall have the meaning ascribed to it in Section 4.03(b) hereof.

"Closing Date" shall mean the date on which City Funds and the proceeds of the Lender Financing are deposited in the Escrow and on which this Agreement is executed by all parties hereto.

"Commencement Date" shall mean the date on which the Developer will commence construction of the Project as provided in Section 3.01 hereof.

"Comptroller" shall mean the City Comptroller of the City of Chicago.

"Construction Contract" shall mean that certain contract or contracts, substantially in the form attached hereto as (Sub)Exhibit E, to be entered into between the Developer and the General Contractor providing for construction of the Project.

"Corporation Counsel" shall mean the City's Office of Corporation Counsel.

"Employer(s)" shall have the meaning set forth in Section 11 hereof.

"Environmental Laws" shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802, et seq.); (iv) the Resource Conversation and Recovery Act (42 U.S.C. Section 6902, et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401, et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251, et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136, et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1, et seq.); and (x) the Municipal Code of Chicago.

"Equity" shall mean funds of the Developer (other than funds derived from Lender Financing) irrevocably available for the Project, including Net Sales Proceeds (as defined below), in the amount set forth in Section 4.01 hereof, which amount may be increased pursuant to Section 4.06 (Cost Overruns).

"Escrow" shall mean the escrow established pursuant to the Escrow Agreement.

"Escrow Agreement" shall mean the escrow agreement establishing a construction escrow, to be entered into as of the date hereof by the City, the lender providing the Lender Financing, the Title Company and the Developer, substantially in the form of (Sub)Exhibit F attached hereto.

"Event of Default" shall have the meaning set forth in Section 17 hereof.

"Financial Statements" shall mean complete audited or unaudited financial statements of the Developer prepared by a certified public accountant in accordance with generally accepted accounting principles and practices consistently applied throughout the appropriate periods.

"General Contractor" shall mean the general contractor hired by the Developer pursuant to Section 7.01 hereof.

"Hazardous Materials" shall mean any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any environmental law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the T.I.F. Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, as amended from time to time, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into a special tax allocation fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof.

"Lender Financing" shall mean funds borrowed by the Developer from private lenders and are available to pay for costs of the Project, in the amount set forth in Section 4.01 hereof.

"M.B.E.(s)" or minority-owned business shall mean a business identified in the Directory of Certified Minority Business Enterprises published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a minority business enterprise.

"Net Sales Proceeds" shall mean: (a) with respect to loft condominium units and townhomes, the gross purchase price for such properties, less brokerage, commissions, upgrades and extras; and (b) with respect to retail properties, proceeds received by the Developer from the initial sale or refinancing of the retail properties (net of customary prorations in the case of a sale), less any amounts applied to pay-off the initial mortgage liens encumbering the retail properties that secure the Lender Financing, and less all customary closing costs incurred by the Developer, including, but not limited to, transfer taxes, recording fees, title charges, legal fees, commissions and loan fees.

"Non-Governmental Charges" shall mean all non-governmental charges, liens, claims, or encumbrances relating to Developer, the Property or the Project.

"Permitted Liens" shall mean those liens and encumbrances against the Developer, the Property and/or the Project set forth on (Sub)Exhibit G hereto.

"Plans and Specifications" shall mean final construction documents containing a site plan and working drawings and specifications for the Project.

"Prior Expenditure(s)" shall have the meaning set forth in Section 4.05(a) hereof.

"Project Budget" shall mean the budget attached hereto as (Sub)Exhibit H, showing the total cost of the Project by line item, furnished by the Developer to D.P.D., in accordance with Section 3.03 hereof.

"Redevelopment Project Costs" shall mean redevelopment project costs as defined in Section 5/11-74.4-3 (q) of the Act, as amended from time to time.

"Refunding T.I.F. Bonds" shall have the meaning ascribed to it in paragraph F of the Recitals hereto.

"Scope Drawings" shall mean preliminary construction documents containing a site plan and preliminary drawings and specifications for the Project.

"Survey" shall mean an A.L.T.A. plat of survey of the Property dated within forty-five (45) days prior to the Closing, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Department of Housing and Urban Development (and updates thereof to reflect improvements to the Property in connection with the construction of the Project and related improvements as required by the City or lender(s) providing Lender Financing).

"Term of the Agreement" shall mean the later of: (a) the date on which all Series 1994A T.I.F. Bonds and Refunding T.I.F. Bonds, if any, evidencing tax increment financing under the Act secured in whole or in part by Incremental Taxes generated by the Project shall have been paid or redeemed; or (b) the date on which the City shall have been fully reimbursed from Incremental Taxes generated by the Project for amounts expended by the City for the Redevelopment Project Costs; provided, however, that such term shall in no event be longer than the period for which the Redevelopment Area is in effect (through and including October 1, 2017).

"T.I.F. Fund" shall mean the Lincoln-Belmont-Ashland Tax Increment Special Tax Allocation Fund created by the City in connection with the Redevelopment Area into which the Incremental Taxes will be deposited.

"T.I.F.-Funded Improvements" shall mean those improvements of the Project as set forth on (Sub)Exhibit C which (i) qualify as Redevelopment Project Costs, and (ii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement.

"Title Company" shall mean Chicago Title Insurance Company and/or Near North National Title Insurance Company.

"Title Policy" shall mean a title insurance policy in the most recently revised A.L.T.A. or equivalent form, showing the Developer as the insured, noting the recording of this Agreement as an encumbrance against the Property, and a subordination agreement in favor of the City with respect to any previously recorded liens against the Property related to Lender Financing, issued by the Title Company, with contiguity, zoning and such other endorsements as the City may require in its reasonable discretion.

"W.B.E.(s)" or women-owned business means a business enterprise identified in the Directory of Certified Women Business Enterprises published by the City's Purchasing Department, or otherwise certified by the City's Purchasing Department as a women-owned business enterprise.

Section 3.

The Project.

3.01 The Project.

With respect to the Project, the Developer shall, pursuant to the Plans and Specification: (i) commence construction no later than January 15, 1995 (the "Commencement Date") and (ii) complete construction and commence the conduct of business operations therein no later than December 31, 1997, subject to the provisions of Section 20.17 hereof.

3.02 D.P.D. Approval Of Scope Drawings And Plans And Specifications.

(a) Preliminary Approval. The Scope Drawings and Plans and Specifications shall conform to the Redevelopment Plan, as amended from time to time and all applicable state and local laws, ordinances and regulations. At or prior to the Closing Date, the Developer shall deliver the site plans and elevations for the Project to D.P.D. for its review and written approval, which approval shall not be unreasonably withheld. D.P.D. shall respond within fifteen (15) business days of receipt of the site plans and elevations with either a written approval or rejection stating the reasons for such rejection. Within ninety (90) days after the Closing Date, the

Developer shall deliver the Plans and Specifications to D.P.D. for its review and written approval, which approval shall not be unreasonably withheld. D.P.D. shall respond within fifteen (15) business days of receipt of the Plans and Specifications with either a written approval or rejections stating the reasons for such rejection. The Developer has simultaneously submitted all such documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

(b) Revisions. In the event D.P.D. rejects all or any portion of the Scope Drawings and/or Plans and Specifications as initially presented pursuant to Section 3.02(a), the Developer shall have fifteen (15) business days from the date the Developer is notified of such rejection to submit revised or corrected documents to D.P.D. for D.P.D.'s written approval. D.P.D. shall respond within fifteen (15) business days of receipt of such revised or corrected documents, as provided in Section 3.02(a). After the initial approval, subsequent proposed changes shall be submitted to D.P.D. as a Change Order pursuant to Section 3.04 hereof.

3.03 Project Budget.

The Developer has furnished to D.P.D., and D.P.D. has approved, a Project Budget dated as of the date hereof showing total costs for the Project in an amount not less than Thirty-seven Million Thirty-nine Thousand Seven Hundred Sixty-three and no/100 Dollars ($37,039,763.00). The Developer hereby certifies to the City that (a) it has Lender Financing and Equity in an amount sufficient to pay for all costs of the Project; and (b) to the best of the Developer's knowledge after diligent inquiry, the Project Budget is true, correct and complete in all material respects. The Developer shall promptly deliver to D.P.D. copies of any changes with respect to the Project Budget for approval pursuant to Section 3.04 hereof.

3.04 Change Orders.

Subject to Section 4.05(c) hereof, and as provided below, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) must be submitted in writing by the Developer to D.P.D. prior to the implementation thereof. D.P.D. shall respond within fifteen (15) business days of receipt of such Change Order with either a written approval or rejection stating the reasons for such rejection. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of City Funds which the City has pledged pursuant to this Agreement or provide any other additional assistance to the Developer. Notwithstanding anything to the contrary in this Section 3.04, Change Orders totaling less than Fifty Thousand Dollars ($50,000.00) each, to an aggregate amount of Three Hundred Fifty Thousand Dollars ($350,000.00),

must be submitted to D.P.D. as set forth in this Section 3.04 but do not require D.P.D.'s prior written approval.

3.05 D.P.D. Approval.

Any approval granted by D.P.D. of the Scope Drawings, Plans and Specifications and the Change Orders is for the purposes of this Agreement only and does not affect or constitute any approval required by any other City department or pursuant to any City ordinance, code, regulation or any other governmental approval, nor does any approval by D.P.D. pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

3.06 Other Approvals.

Any D.P.D. approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, the Developer's obligations to comply with the provisions of Section 6.03 hereof. The Developer shall not commence construction of the Project until the Developer has obtained all necessary permits and approvals for that portion of the Project under construction and proof of the General Contractor's and each subcontractor's bonding, if any such bonding is required pursuant to the terms of the Agreement.

3.07 Progress Reports And Survey Updates.

The Developer shall provide D.P.D. with written quarterly progress reports detailing the status of the Project, including a revised completion date, if necessary (with any change in completion date being considered a Change Order, requiring D.P.D.'s written approval pursuant to Section 3.04). The Developer shall provide three (3) copies of an updated Survey to D.P.D. upon the request of D.P.D. or any lender providing Lender Financing, reflecting improvements made to the Property.

3.08 Inspecting Architect.

Pursuant to the terms of the Lender Financing, Oppidan, Inc. (the "Architect") shall act as inspecting architect on the Project. The Architect shall perform periodic inspections with respect to the Project, providing certifications with respect thereto to D.P.D., prior to requests for disbursement for costs related to the Project pursuant to the Escrow Agreement.

3.09 Barricades.

Prior to commencing any construction requiring barricades, the Developer shall install a construction barricade of a type and appearance satisfactory to the City and constructed in compliance with all applicable federal, state or the City laws, ordinances and regulations. D.P.D. retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

3.10 Signs And Public Relations.

The Developer shall erect a sign of size and style approved by City in a conspicuous location on the Property during the Project, indicating that financing has been provided by the City. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Developer, the Property and the Project in City's promotional literature and communications.

3.11 Utility Connections.

The Developer may connect all on-site water, sanitary, storm and sewer lines constructed on the Property to City utility lines existing on or near the perimeter of the Property, provided the Developer first complies with all the City requirements governing such connections, including the payment of customary fees and costs related thereto.

3.12 Permit Fees.

In connection with the Project, the Developer shall be obligated to pay only those building, permit, engineering, tap on and inspection fees that are assessed on a uniform basis throughout the City of Chicago and are of general applicability to other property within the City of Chicago.

Section 4.

Financing.

4.01 Total Project Cost And Sources Of Funds.

The cost of the Project is estimated to be $37,039,763.00, to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

Equity	$ 7,837,263
Lender Financing	21,575,000
Series 1994A T.I.F. Bonds (including City Fee)	7,627,500[1]
Estimated Total:	$37,039,763

4.02 Developer Funds.

Equity and/or Lender Financing may be used to pay any Project Cost, including but not limited to Redevelopment Project Costs.

4.03 The City Funds.

(a) Uses of the City Funds. The City Funds may be used to pay for or reimburse the Developer for cost of T.I.F.-Funded Improvements only. Subject to Section 4.05(c) hereof, (Sub)Exhibit C sets forth, by line item, the maximum amount of costs of T.I.F.-Funded Improvements for the Project that may be reimbursed from the City Funds for each line item therein, contingent upon receipt by the City of documentation pursuant to the Escrow satisfactory in form and substance to D.P.D. evidencing such cost.

(b) Sources of the City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 6 hereof, the City hereby agrees to reserve from the proceeds of the Series 1994A T.I.F. Bonds the amount of $7,627,500 (the "City Funds") to pay for or reimburse the Developer for the costs of the T.I.F.-Funded Improvements, including the City Fee, provided, however, that the total amount of City Funds expended for T.I.F.-Funded Improvements (excluding City Fee) shall be an amount not to exceed the lesser of Seven Million Five Hundred Thousand Dollars ($7,500,000) or twenty-one percent (21%) of the Actual Total Costs of the Project (excluding the City Fee).

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[1] Plus costs of issuance of the Series 1994A T.I.F. Bonds to be determined.

4.04 Construction Escrow.

City and the Developer hereby agree to enter into the Escrow Agreement with the Title Company or an affiliate of the Title Company and the lender providing the Lender Financing. All disbursements of Project Funds shall be made through the funding of draw requests with respect thereto pursuant to the Escrow Agreement and this Agreement. In case of any conflict between the terms of this Agreement and the Escrow Agreement, the terms of this Agreement shall control.

4.05 Treatment Of Prior Expenditures And Subsequent Disbursements.

(a) Prior Expenditures. Only those expenditures made by the Developer with respect to the Project prior to the Closing Date, evidenced by documentation satisfactory to D.P.D. and approved by D.P.D. as satisfying costs covered in the Project Budget, shall be considered previously contributed Equity or Lender Financing hereunder (the "Prior Expenditures"). D.P.D. shall have the right, in its sole discretion, to disallow any such expenditure as a Prior Expenditure. The A.I.A. form Owner's Sworn Statement, being (Sub)Exhibit I hereto, sets forth the prior expenditures approved by D.P.D. as Prior Expenditures. Prior Expenditures made for items other than T.I.F.-Funded Improvements shall not be reimbursed to the Developer, but shall reduce the amount of Equity and/or Lender Financing required to be contributed by the Developer pursuant to Section 4.01 hereof. Subsequent disbursements will be governed by the provisions of the Escrow Agreement.

(b) City Fee. City may allocate from Series 1994A T.I.F. Bond proceeds an amount not to exceed One Hundred Twenty-Seven Thousand Five Hundred Dollars ($127,500) for payment of costs incurred by the City for the administration and monitoring of the Project.

(c) Allocation Along Line Items. Subject to Section 3.04, expenditures for T.I.F.-Funded Improvements may be reallocated among the line items of costs of T.I.F.-Funded Improvements shown on (Sub)Exhibit C, provided, however, that transfers of costs and expenditures between line items of costs of T.I.F.-Funded Improvements and the Developer's private costs are prohibited.

(d) Allocation Of Costs With Respect To Sources Of Funds.

(i) Purchase of Property. A portion of the purchase price of the Property, exclusive of transaction costs, in an amount not to exceed $6,000,000, shall be paid through the Escrow from City funds on the Closing Date as a T.I.F.-Funded Improvement.

(ii) Disbursement of Equity and Lender Financing. Each additional amount paid pursuant to the Escrow Agreement, whether for T.I.F.-Funded Improvements or otherwise, shall be charged first to Equity (excluding Net Sales Proceeds) or Lender Financing.

(iii) Disbursement of City Funds. After there is no Equity (excluding Net Sales Proceeds) or Lender Financing remaining, each amount paid pursuant to the Escrow Agreement to be used to directly pay for, or reimburse the Developer for its previous payment for (out of Equity or Lender Financing) T.I.F.-Funded Improvements shall be charged to City Funds in an amount not to exceed the lesser of $1,500,000 or such amount which, together with the $6,000,000 disbursed pursuant to Section 4.05(d)(i), shall equal twenty-one percent (21%) of the Actual Total Costs of the Project; provided that costs of T.I.F.-Funded Improvements that are to be paid from City Funds derived from proceeds of the Series 1994A T.I.F. Bonds shall be payable by City only to the extent that such funds are available.

4.06 Cost Overruns.

If the aggregate cost of the T.I.F.-Funded Improvements exceeds City Funds available pursuant to Sections 4.03 hereof, the Developer shall be solely responsible for such excess costs, and shall hold City harmless from any and all costs and expenses of completing the T.I.F.-Funded Improvements in excess of City Funds.

Section 5.

Refunding T.I.F. Bonds.

The Commissioner of D.P.D. and the Comptroller agree that within ninety (90) days of receipt of a request from the Developer (which request shall be submitted within five years from the Closing Date), they will recommend to the City Council for approval and passage an ordinance or ordinances necessary to issue Refunding T.I.F. Bonds, the proceeds of which will be used to refund the Series 1994A T.I.F. Bonds and the security for which will be solely Incremental Taxes. The amount of the Refunding T.I.F. Bonds will be an amount which in the Comptroller's reasonable discretion under the then current market conditions may be marketable; provided, however, that if, in the reasonable opinion of the Comptroller, there is an insufficient market for such Refunding T.I.F. Bonds or if the issuance of such Refunding T.I.F.

Bonds would adversely affect the City's credit rating or in any other way adversely affect City finances, such officials will not be required to recommend approval of such ordinance(s). Nothing herein shall prohibit the City from issuing Refunding T.I.F. Bonds on its own initiative to the extent permitted by the Act and by the T.I.F. Bond Ordinance.

Section 6.

Conditions Precedent.

The following conditions shall be or have been complied with to the City's satisfaction within the time periods set forth below or, if no time period is specified, prior to the Closing Date:

6.01 Project Budget.

The Developer has submitted to D.P.D., and D.P.D. has approved, the Project Budget attached hereto as (Sub)Exhibit H in accordance with the provisions of Section 3.03.

6.02 Scope Drawings And Plans And Specifications.

The Developer shall submit to D.P.D. the Scope Drawings and the Plans and Specifications in accordance with the provisions of Section 3.02 hereof.

6.03 Other Governmental Approvals.

Within ninety (90) days after the Closing Date, the Developer shall have secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation and shall submit evidence thereof to D.P.D.. The Developer shall not begin work on the Project until all requisite permits and approvals have been obtained for that portion of the Project under construction.

6.04 Financing.

Prior to the Closing Date, the Developer shall furnish proof reasonably acceptable to the City that Developer has Equity and Lender Financing in the amounts set forth in Section 4.01 to complete the Project and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing the Developer shall have furnished proof satisfactory to D.P.D. that the proceeds thereof are available to be drawn upon by the

Developer as needed and are sufficient (along with the other sources set forth in Section 4.01) to complete the Project.

6.05 Evidence Of Clean Title.

Prior to the Closing Date, the Developer, at its own expense, shall have provided the City with current searches under the Developer's name (and any trade name of the Developer) as follows:

Secretary of State	U.C.C. search
Secretary of State	Federal tax search
Cook County Recorder	U.C.C. search
Cook County Recorder	Fixtures search
Cook County Recorder	Federal tax search
Cook County Recorder	State tax search
Cook County Recorder	Memoranda of judgments search
U.S. District Court	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

showing no liens against the Developer or the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens, and with respect to any Affiliate, showing no outstanding debts owed to the State of Illinois, Cook County or the City.

6.06 Surveys.

Prior to the Closing Date, the Developer shall have furnished the City with three (3) copies of the Survey.

6.07 Insurance.

The Developer, at its own expense, shall have insured the Property in accordance with Section 14 hereof. Certificates or binders evidencing the required coverages, along with paid receipts, shall have been delivered to D.P.D. prior to the Closing Date, in accordance with the requirements of Section 14.

6.08 Opinion Of The Developer's Counsel.

Prior to the Closing Date, the Developer shall furnish the City with an opinion of counsel, substantially in the form attached hereto as (Sub)Exhibit J with such changes as may be required by or acceptable to Corporation Counsel. If the Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some or all of the opinions set forth in (Sub)Exhibit J hereto, such opinions shall be obtained by the Developer from its general corporate counsel.

6.09 Environmental.

The Developer has delivered, and D.P.D. acknowledges receipt of, copies of that certain Phase I Environmental Audit completed with respect to the Property.

6.10 Other Preconditions Of Disbursement.

Prior to each disbursement of City Funds hereunder, the Developer shall submit documentation of such expenditures to D.P.D., satisfactory to D.P.D. and as required by the Escrow Agreement. The Developer shall have satisfied all other preconditions of disbursement of City Funds for each disbursement, including but not limited to requirements set forth in the T.I.F. Bond Ordinance, if any, any certifications or representations made by the City in connection with the issuance of the Series 1994A T.I.F. Bonds, if any, the T.I.F. Ordinances, this Agreement and/or the Escrow Agreement.

Section 7.

Agreements With Contractors.

7.01 Bid Requirement.

Prior to entering into an agreement with a General Contractor for construction of the T.I.F.-Funded Improvements, the Developer shall solicit bids from qualified contractors eligible to do business with, and having an office located in the City of Chicago. The Developer shall select the General Contractor which may include an Affiliate, submitting the lowest responsible bid for the Project who can complete the Project in a timely manner, and shall submit such bid to D.P.D. for its written approval. If the

Developer selects other than the lowest responsible bid for any T.I.F.-Funded Improvement, Developer shall pay the difference between the lowest responsible bid and the bid selected. D.P.D. shall have the right to inspect all bids submitted. If no bids are received in response to the solicitation for bids, the Developer shall act as the General Contractor.

7.02 Construction Contract.

Prior to the execution thereof, the Developer shall deliver to D.P.D. a copy of the proposed Construction Contract with the General Contractor, for D.P.D.'s prior written approval, which shall be granted or denied within ten (10) business days after delivery thereof. Within ten (10) business days after execution of such contract by Developer, the General Contractor and any other parties thereto, the Developer shall deliver to D.P.D. and Corporation Counsel a certified copy of such contract together with any modifications, amendments or supplements thereto.

7.03 Performance And Payment Bonds.

Prior to commencement of construction, the Developer shall require that the General Contractor and each contractor be bonded for any work to be performed in the public way for their performance and payment by sureties having an AA rating or better using American Institute of Architect's Form No. A311 or its equivalent. The City shall be named as obligee or co-obligee on each such bond.

7.04 Employment Opportunity.

The Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the provisions of Section 11 hereof.

7.05 Local Contractors And Vendors.

The Developer shall use its best efforts to ensure that all contracts entered into in connection with the T.I.F.-Funded Improvements for work done, services provided or materials supplied shall be let (by the Developer, the General Contractor or any subcontractor) to persons or entities whose main office and place of business is located within the City of Chicago. The Construction Contract and each contract between the General Contractor and any subcontractor shall contain a provision to this effect.

7.06 Other Provisions.

In addition to the requirements of this Section 7, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.04 (Change Orders), Section 9.09 (Prevailing Wage), Section 14 (Insurance) and Section 16.01 (Books and Records) hereof. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the Project in the amount of $50,000 or more shall be provided to D.P.D. within five (5) business days of the execution thereof.

Section 8.

Completion Of Project.

8.01 Certificate Of Completion.

Upon completion of the Project in accordance with the terms of this Agreement, and at the Developer's written request, D.P.D. shall issue the Developer a Certificate certifying that the Developer has fulfilled its obligation to construct the Project in accordance with the terms of this Agreement; provided, however, that the issuance of any such Certificate shall not operate as a waiver of any of the City's rights under this Agreement or any other agreement. D.P.D. shall respond to the Developer's written request for a Certificate within forty-five (45) days after D.P.D.'s receipt thereof, by issuing either a Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement, and any other objections to the issuance of a Certificate which D.P.D. may have, and the measures which must subsequently be taken by the Developer in order to obtain the Certificate. The Developer may resubmit a written request for a Certificate upon completion of such measures.

8.02 Failure To Complete.

If the Developer fails to complete the Project in accordance with the terms of the Agreement, then the City shall have, but shall not be limited to, any of the following rights and remedies:

(a) the right to terminate this Agreement and cease all disbursement of City Funds not yet disbursed pursuant to the Escrow Agreement;

(b) the right (but not the obligation) to complete those T.I.F.-Funded Improvements that are public improvements and to pay for the costs of T.I.F.-Funded Improvements (including interest costs) out of City Funds or other City monies. In the event that the aggregate cost of completing the T.I.F.-Funded Improvements exceeds the amount of City Funds

available pursuant to Section 4.01, the Developer shall reimburse the City for all reasonable costs and expenses incurred by the City in completing such T.I.F.-Funded Improvements in excess of the available City Funds; and

(c) the right to seek reimbursement of the City Funds from the Developer, provided that the City is entitled to rely on an opinion of counsel that such reimbursement will not jeopardize the tax exempt status of the Refunding T.I.F. Bonds, if any.

Section 9.

Covenants/Representations/Warranties Of The Developer.

9.01 General.

The Developer represents, warrants and covenants that:

(a) Developer is a Delaware limited liability corporation duly organized, validly existing, qualified to do business in Illinois, and licensed to do business in every other state where, due to the nature of its activities or properties, such qualification or license is required;

(b) Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by the Developer of this Agreement has been duly authorized by all necessary corporate action and will not violate its Articles of Incorporation or by-laws as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which the Developer is now a party or by which Developer is now or may become bound;

(d) prior to the issuance of a Certificate, except in the ordinary course of business (including the sale of residential condominiums and townhomes to a third party unrelated to the Developer) or as otherwise permitted pursuant to the terms of this Agreement, the Developer shall acquire and shall maintain good, indefeasible and merchantable fee simple title to the Property free and clear of all liens (except for the Permitted Liens and Lender Financing as disclosed in the Project Budget);

(e) the Developer is now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature;

(f) as of the date hereof, there are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the Developer which would impair its ability to perform under this Agreement;

(g) the Developer has and shall maintain all government permits, certificates and consents necessary to conduct its business and shall obtain all government permits, certificates and consents necessary (including, without limitation, appropriate environmental approvals) to construct, complete and operate the Project;

(h) the Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which the Developer is a party or by which the Developer is bound;

(i) the Financial Statements when hereafter required to be submitted will be, complete, correct in all material respects and accurately present the assets, liabilities, results of operations and financial condition of the Developer;

(j) prior to the issuance of a Certificate, the Developer shall not do any of the following without the prior written consent of D.P.D.: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business; (3) enter into any transaction outside the ordinary course of the Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to the Developer's financial condition; and

(k) The Developer has not incurred, and, prior to the issuance of a Certificate, shall not, without the prior written consent of the Commissioner of D.P.D., allow the existence of any liens against the Property other than the Permitted Liens (unless such liens are insured over by the Title Company), or incur any indebtedness; secured or to be secured by the Property or any fixtures now or hereafter attached thereto, except Lender Financing disclosed in the Project Budget, or except as *disclosed on (Sub)Exhibit G hereto.*

9.02 Covenant To Redevelop.

Upon D.P.D.'s approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Section 3.03 hereof, and the Developer's receipt of all required building permits and governmental

approvals, the Developer shall redevelop the Property in accordance with this Agreement and all (Sub)Exhibits attached hereto, the T.I.F. Ordinances, the T.I.F. Bond Ordinance, if any, the Scope Drawings, Plans and Specifications, Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or the Developer.

9.03 Redevelopment Plan.

The Developer represents that the Project is and shall be in compliance with all of the terms of the Redevelopment Plan.

9.04 Use Of City Funds.

City Funds disbursed to the Developer shall be used by the Developer solely for payment or reimbursement of the T.I.F.-Funded Improvements as provided in this Agreement.

9.05 Issuance Of Bonds.

The Developer shall, at the request of the City, agree to any reasonable amendments to this Agreement that are necessary or desirable in order for the City to issue (in its sole discretion) any bonds in connection with the Project, including the Series 1994A T.I.F. Bonds or Refunding T.I.F. Bonds, the proceeds of which are to be used to refund the Series 1994A T.I.F. Bonds. The Developer shall, at the Developer's expense, cooperate and provide reasonable assistance in connection with the marketing of any such Series 1994A T.I.F. Bonds or Refunding T.I.F. Bonds, including but not limited to providing written descriptions of the Project, making representations, providing information regarding its financial condition and assisting the City in preparing an offering statement with respect thereto.

9.06 Job Creation And Retention; Covenant To Remain In The City.

The Developer estimates that not less than one hundred six (106) temporary construction jobs shall be created by the Developer during the construction of the Project and not less than six full-time or part-time property management, security and janitorial jobs shall be created by the Developer within twelve (12) months of completion of the Project. In addition, the Developer estimates, based on information provided by the retail tenants of the Project, that not less than three hundred seven (307) full-time and part-time retail jobs shall be created within twelve (12) months of completion of the Project, for a total of three hundred thirteen (313) full-time and part-time jobs to be created at the Project during the

Term of the Agreement. The Developer shall provide documentation to D.P.D., satisfactory in form and substance to D.P.D., with respect to the creation of construction and retail jobs, including a list of job descriptions, salaries and a hiring schedule, on a quarterly basis.

9.07 Employment Opportunity.

The Developer covenants and agrees to abide by, and contractually obligate to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 11 hereof.

9.08 Employment Profile.

The Developer shall submit, and contractually obligate and cause the General Contractor or any subcontractor to submit, to D.P.D., from time to time, but not more often than quarterly, statements of its employment profile upon D.P.D.'s request.

9.09 Prevailing Wage.

The Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all Project employees. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Developer shall provide the City with copies of all such contracts entered into by the Developer or the General Contractor to evidence compliance with this Section 9.09.

9.10 Arms-Length Transactions.

Unless D.P.D. shall have given its prior written consent with respect thereto, no Affiliate of the Developer may receive any portion of City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any T.I.F.-Funded Improvement other than an Affiliate of the Developer of the General Contractor as set forth on the General Contractor's and Owner's Sworn Statements. The Developer shall provide ownership information with respect to any entity to receive the City Funds (by reimbursement or otherwise), upon D.P.D.'s request, prior to any such disbursement.

9.11 Conflict Of Interest.

The Developer represents and warrants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project or the Redevelopment Plan, or any consultant hired by the City, owns or controls (or has owned or controlled) any interest, or represents any person, as agent or otherwise, who owns or controls any interest, direct or indirect, in the Developer's business or the property described in (Sub)Exhibit B hereto; nor shall any such member, official, employee or consultant participate in any decision relating to the Developer's business which affects his or her interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

9.12 Disclosure Of Interest.

The Developer's counsel has no direct or indirect financial ownership interest in the Developer, the Property or any other aspect of the Project.

9.13 Financial Statements.

Within one hundred twenty (120) days after the end of the Developer's fiscal year, the Developer shall obtain and provide to D.P.D. Financial Statements for the Developer's fiscal year ended December 31, 1994 and each year thereafter until the issuance of a Certificate. In addition, the Developer shall submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as D.P.D. may request.

9.14 Insurance.

The Developer, at its own expense, shall comply with all provisions of Section 14 hereof.

9.15 Non-Governmental Charges.

Except for the Permitted Liens, the Developer agrees to pay or cause to be paid when due any Non-Governmental Charge assessed or imposed upon the Project, the Property or any fixtures that are or may become attached thereto, which creates, may create, or appears to create a lien upon all or any portion of the Property or Project; provided, however, that if such Non-Governmental Charge may be paid in installments, the Developer may pay the same together with any accrued interest thereon in installments as they become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment. The Developer shall furnish

to D.P.D., within thirty (30) days of D.P.D.'s request, official receipts from the appropriate entity, or other proof satisfactory to D.P.D., evidencing payment of the Non-Governmental Charge in question. The Developer shall have the right, before any delinquency occurs, (i) to contest or object in good faith to the amount or validity of any Non-Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted, in such manner as shall stay the collection of the contested Non-Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property (so long as no such contest or objection shall be deemed or construed to relieve, modify, or extend the Developer's covenants to pay any such Non-Governmental Charge at the time and in the manner provided in this Section 9.15); or (ii) at D.P.D.'s sole option, to furnish a good and sufficient bond or other security satisfactory to D.P.D. in such form and amounts as D.P.D. shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property or any portion thereof or any fixtures that are or may be attached thereto, during the pendency of such contest, adequate to pay fully any such contested Non-Governmental Charge and all interest and penalties upon the adverse determination of such contest.

9.16 Developer's Liabilities.

The Developer shall not enter into any transaction that would materially and adversely affect its ability to perform its obligations hereunder or to repay any material liabilities or perform any material obligations of the Developer to any other person or entity. The Developer shall immediately notify D.P.D. of any and all events or actions which may materially affect the Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements.

9.17 Compliance With Laws.

To the best of the Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, executive orders and codes pertaining to or affecting the Project and the Property. Upon the City's request, the Developer shall provide evidence satisfactory to City of such compliance.

9.18 Recording And Filing.

The Developer shall cause this Agreement, certain (sub)exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed on the date hereof in the conveyance and

real property records of the county in which the Project is located. This Agreement shall be recorded prior to any mortgage made in connection with Lender Financing and any other encumbrance (except for Permitted Liens) shall be made subordinate to this Agreement. The Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

9.19 Conditional Provisions.

The covenants set forth in (Sub)Exhibit L hereto, in their entirety or selectively, will become effective at the sole option of the City and upon the City's receipt of an opinion from nationally recognized bond counsel that the effectiveness of those provisions will not adversely affect the tax-exempt status of the Refunding T.I.F. Bonds. In the event that City exercises its option to make any covenant(s) in (Sub)Exhibit L effective, it shall so notify Developer in accordance with Section 19 hereof.

9.20 Survival Of Covenants.

Except as set forth in this Section 9.20, all warranties, representations, covenants and agreements of the Developer contained in this Section 9 or elsewhere in this Agreement shall be true, accurate, and complete at the time of the Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement; provided, however, that all provisions of this Agreement that have, as of the date of the issuance of a Certificate, have fully performed and executed, shall terminate upon issuance of such Certificate and be of no further force or effect; and provided further, that nothing in this Section 9.20 shall be construed as a waiver by the City of its rights and remedies pursuant to this Agreement and with respect to such terminated provisions during the period that such provisions were in effect, and all of the City's rights and remedies with respect thereto shall survive the issuance of the Certificate.

Section 10.

Covenants/Representations/Warranties Of City.

10.01 General Covenants.

The City represents that it has the authority as a home rule unit of local government to execute and deliver this Agreement and to perform its obligations hereunder.

10.02 Survival Of Covenants.

All warranties, representations, and covenants of City contained in this Section 10 or elsewhere in this Agreement shall be true, accurate, and complete at the time of the City's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and be in effect throughout the Term of the Agreement.

Section 11.

Employment Opportunity.

The Developer and its successors and assigns hereby agree, and shall contractually obligate and cause its or their General Contractor, subcontractors, any Affiliate of the Developer or lessee operating on the Property (individually an "Employer" and collectively, "Employers") to agree, that for the Term of this Agreement with respect to the Developer and the Project and during the period of any other such party's provision of services hereunder or occupation of the Property, provided, however, that the following provisions shall not apply to individual homeowners occupying the forty-seven (47) townhomes and eighty (80) loft condominiums on the Property:

(a) No Employer shall discriminate against any employee or applicant for employment on the basis of race, color, sex, age, religion, mental or physical disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income, as defined in the City of Chicago Human Rights Ordinance adopted December 21, 1988, Municipal Code of Chicago, Ch. 2-160, Section 2-160-010, et seq., as amended from time to time (the "Human Rights Ordinance"). Each Employer will take affirmative action to insure that applicants are employed and employees are treated during employment without regard to their race, color, religion, sex, national origin, ancestry, age, mental or physical disability, sexual orientation, marital status, parental status, military discharge status or source of income. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by City setting forth the provisions of this nondiscrimination clause.

(b) To the greatest extent reasonably feasible, each Employer shall create training and employment opportunities for the benefit of low- and moderate-income residents of the Redevelopment Area. Moreover, to the

greatest extent reasonably possible, contracts for work performed in connection with the Project shall be awarded by Employer to business concerns located in, or owned in substantial part by persons residing in, the Redevelopment Area.

(c) All solicitation or advertisement for employees placed by or on behalf of any Employer shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, ancestry, age, mental or physical disability, sexual orientation, marital status, parental status, military discharge status or source of income.

(d) Each Employer shall make a good faith effort to hire City residents for any temporary or permanent job vacancies created by the construction, development or use of the Property. Until the issuance of a Certificate, the Developer shall submit reports to D.P.D. on a quarterly basis detailing its compliance with this provision.

(e) Each Employer shall comply with federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq. (1992), and any subsequent amendments and regulations promulgated pursuant thereto.

(f) The Developer shall expend at least the following percentages of the total Project Budget (less amounts paid for acquisition of the Property, if any) for contract participation by M.B.E.s or W.B.E.s in the construction of the Project:

M.B.E. Percentage	W.B.E. Percentage
25%	5%

This commitment may be met by the Developer's status as an M.B.E. or W.B.E., or by a joint venture with one or more M.B.E.s or W.B.E.s (to the extent of the M.B.E. or W.B.E. participation in such joint venture), by using an M.B.E. or W.B.E. as General Contractor, by subcontracting or causing the General Contractor to subcontract a portion of the work to one or more M.B.E.s or W.B.E.s, by the purchase of materials used in the Project from one or more M.B.E.s or W.B.E.s, or by the indirect participation of M.B.E.s or W.B.E.s in other aspects of the Developer's business or by any combination of the foregoing. Those businesses that constitute both an M.B.E. and W.B.E. shall not be credited more than once against the Developer's M.B.E. or W.B.E. commitment. The Developer may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the

voluntary use of M.B.E.s or W.B.E.s in its activities and operations other than the Project. The City may require the Developer to demonstrate the specific efforts undertaken to involve M.B.E.s and W.B.E.s directly in the Project. Until the issuance of a Certificate, monthly [or, at the discretion of the Commissioner, quarterly] reports shall be made by the Developer to the City on all efforts made to achieve compliance with the foregoing provisions. Such reports shall include the name and business address of each M.B.E. and W.B.E. solicited by the Developer to work as General Contractor or subcontractor and the responses received to such solicitation, the name and business address of each M.B.E. and W.B.E. actually involved in the Project, a description of the work performed and/or products or services supplied, the date and amount of each expenditure and such other information as may assist the City in determining the Developer's compliance with the foregoing provisions, and the status of any M.B.E. or W.B.E. performing any contract in connection with the Project. The City shall have access to the Developer's books and records, including without limitation payroll records, tax returns and records and books of account, on five (5) days notice, to allow the City to review the Developer's compliance with its commitment to M.B.E./W.B.E. participation.

(g) Each Employer will include the foregoing provisions in every contract entered into connection with the Project, and will require the inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property so that such provision will be binding upon each contractor or subcontractor or Affiliate, as the case may be.

Section 12.

Chicago Resident Employment Requirement.

The Developer shall require that the General Contractor shall comply with the minimum percentage of total worker hours performed by actual residents of the City specified in Section 2-92-330 of the Municipal Code of Chicago (at least fifty (50) percent of total worker hours shall be performed by actual residents of the City), provided, however, that in addition to complying with this percentage, the Developer shall require the General Contractor to make good faith efforts to utilize qualified residents of the City in both skilled and unskilled labor positions.

The Developer may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the City's Purchasing Agent.

"Actual residents of the City" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

The Developer shall require that the General Contractor shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the Project. The General Contractor shall maintain copies of personnel documents supportive of every City employee's actual record of residence.

Certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted on a quarterly basis to the Commissioner of D.P.D. in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the company hired the employee should be written in after the employee's name.

The Developer shall require the General Contractor to provide full access to the General Contractor's employment records to the City's Purchasing Agent, the Commissioner of D.P.D., the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative thereof. The Developer shall require the General Contractor to maintain all relevant personnel data records for a period of at least three (3) years after final acceptance of the work constituting the Project.

At the direction of D.P.D., affidavits and other supporting documentation will be required of the General Contractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the General Contractor to provide utilization of actual City residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the City's Purchasing Agent) shall not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by actual City residents.

When the work is completed, in the event that the City has determined that the General Contractor failed to ensure the fulfillment of the requirements of this section concerning the worker hours performed by actual City residents, or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this section. The willful falsification of statements in the certification of payroll data may subject the General Contractor to prosecution.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246", or other affirmative

action required for equal opportunity under the provisions of this Agreement.

The Developer shall require the General Contractor to include this provision in all subcontracts.

Section 13.

Environmental Matters.

Developer hereby represents and warrants to the City that the Developer has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all (sub)exhibits attached hereto, the Scope Drawings, Plans and Specifications and all amendments thereto, and the Redevelopment Plan.

Without limiting any other provisions hereof, the Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of the Developer (unless caused by the City or its agents): (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from (A) all or any portion of the Property or (B) any other real property in which the Developer, or any person directly or indirectly controlling, controlled by or under common control with the Developer, holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust in which the beneficial interest is owned, in whole or in part, by the Developer), or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or the Developer or any of its subsidiaries under any Environmental Laws relating to the Property.

Section 14.

Insurance.

The Developer shall procure and maintain, or cause to be procured and maintained, at its sole cost and expense, at all times throughout the Term of this Agreement, and until each and every obligation of the Developer contained in the Agreement has been fully performed, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this Agreement, whether performed by the Developer, any contractor or subcontractor:

(a) Prior to Execution and Delivery of this Agreement: At least ten (10) business days prior to the Closing Date, the Developer shall procure and maintain, or shall cause the appropriate entity to procure and maintain, the following kinds and amounts of insurance:

(i) Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are to provide a service under or in connection with this Agreement. Employer's liability coverage with limits of not less than [$100,000.00] for each accident or illness shall be included.

(ii) Commercial Liability Insurance (Primary and Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than [$1,000,000.00] per occurrence, combined single limit, for bodily injury, personal injury and property damage liability. Products/completed operations, independent contractors, broad form property damage and contractual liability coverages are to be included. The City of Chicago is to be named as an additional insured.

(b) Construction: Prior to the construction of any portion of the Project, the Developer shall procure and maintain, or cause to be maintained, the following kinds and amounts of insurance:

(i) Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are to provide a service under or in connection with this Agreement. Employer's liability coverage with limits of not less than [$100,000.00] for each accident or illness shall be included.

(ii) Commercial Liability Insurance (Primary And Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than [$1,000,000.00] per occurrence, [$2,000,000 in the aggregate] combined single limit, for bodily injury, personal injury and property damage liability. Products/completed operations, explosion, collapse, underground, independent contractors, broad form property damage and contractual liability coverages are to be included. The City of Chicago is to be named as an additional insured.

(iii) Automobile Liability Insurance.

When any motor vehicles are used in connection with work to be performed in connection with this Agreement, the Developer shall provide Automobile Liability Insurance with limits of not less than [$1,000,000.00] per occurrence combined single limit, for bodily injury and property damage. The City of Chicago is to be named as an additional insured.

(iv) All Risk Blanket Builder's Risk Insurance.

When the Developer, any contractor or subcontractor undertakes any construction, including improvements, betterments, and/or repairs, the Developer, such contractor or subcontractor shall provide All Risk Blanket Builder's Risk Insurance to cover the materials, equipment, machinery and fixtures that are or will be part of the permanent facilities. Coverage extensions shall include boiler and machinery, and flood.

(v) Professional Liability Insurance.

When any architects, engineers or consulting firms perform work in connection with this Agreement, Professional Liability Insurance shall be maintained with limits of [$1,000,000.00]. The policy shall have an extended reporting period of two years. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Project.

(c) Other Provisions.

All insurance policies shall provide that the City shall be given thirty (30) days prior written notice of any modification, renewal or cancellation. Original certificates of insurance evidencing the required coverages and renewal certificates of insurance or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this Agreement or prior to completion of construction of the Project, as applicable, shall be delivered in a timely manner, as herein required, to the City of Chicago, Department of Finance, Risk Management Office, Room 400, 333 South State Street, Chicago, Illinois 60604. If the Developer fails to obtain or maintain any of the insurance policies required under this Agreement or to pay any insurance policies required under this Agreement, or to pay any premium in whole or in part when due, the City may (without waiving or releasing any obligation or Event of Default by the Developer hereunder) obtain and maintain such insurance policies and take any other action which the City deems advisable to protect its interest in the Property and/or the Project. All sums so disbursed by the City including reasonable attorneys' fees, court costs and expenses, shall be reimbursed by the Developer upon demand by the City.

The Developer agrees, and shall cause each contractor and subcontractor to agree, that any insurance coverages and limits furnished by the Developer and such contractors or subcontractors shall in no way limit the Developer's liabilities and responsibilities specified under this Agreement or any related documents or by law, or such contractor's or subcontractor's liabilities and responsibilities specified under any related documents or by law. The Developer shall require all contractors and subcontractors to carry the insurance required herein, or the Developer may provide the coverage for any or all contractors and subcontractors, and if so, the evidence of insurance submitted shall so stipulate.

The Developer agrees to waive any rights of subrogation against the City, and shall cause its insurers and the insurers of each contractor and subcontractor engaged after the date hereof in connection with the Project to agree, that all such insurers shall waive their rights of subrogation against the City.

The Developer shall comply with any additional insurance requirements that are stipulated by the Interstate Commerce Commission Regulations; Title 49 of the Code of Federal Regulations, Department of Transportation; Title 40 of the Code of Federal Regulations, Protection of the Environment and any other federal, state or local regulations concerning the removal and transport of Hazardous Materials.

The City maintains the right to modify, delete, alter or change the provisions of this Section 14 so long as such action does not, without the Developer's prior written consent, increase the requirements set forth in this Section 14 beyond that which is reasonably customary at such time.

Section 15.

Indemnification.

The Developer agrees to indemnify, defend and hold the City harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the City arising from or in connection with (i) the Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement, or (ii) the Developer's failure to pay General Contractors, subcontractors or materialmen in connection with the T.I.F.-Funded Improvements or any other Project improvement, or (iii) the existence of any material misrepresentation or omission in this Agreement, any offering memorandum of the Redevelopment Plan or any other document related to this Agreement that is the result of information supplied or omitted by the Developer or its agents, employees, contractors or persons acting under the control or at the request of the Developer.

Section 16.

Maintaining Records/Right To Inspect.

16.01 Books And Records.

The Developer shall keep and maintain separate, complete, accurate and

detailed books and records necessary to reflect and fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto, and to monitor the Project. All such books, records and other documents, including but not limited to the Developer's loan statements, General Contractors' and contractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, shall be available at the Developer's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense. The Developer shall incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by the Developer with respect to the Project.

16.02 Inspection Rights.

Until the issuance of a Certificate, any authorized representative of D.P.D. shall have access to all portions of the Project and the Property during normal business hours upon twenty-four (24) hours' written notice to the Developer.

Section 17.

Default And Remedies.

17.01 Events Of Default.

The occurrence of any one or more of the following events, subject to the provisions of Section 17.03, shall constitute an "Event of Default" by the Developer hereunder:

(a) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under this Agreement or any construction loan agreement;

(b) the failure of the Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developer under any other agreement with any person or entity if such failure may have a material adverse effect on the Developer's business, property, assets, operations or condition, financial or otherwise;

(c) the making or furnishing by the Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, including any fixtures now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against the Developer or for the liquidation or reorganization of the Developer, or alleging that such the Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer's debts, whether under the United States Bankruptcy Code or under any other State or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within thirty (30) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for the Developer, for any substantial part of the Developer's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of the Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within thirty (30) days after the commencement thereof;

(g) the entry of any judgment or order against the Developer in a dollar amount of $50,000 or more or which impairs the ability of the Developer to complete the Project and which remains unsatisfied, undischarged or unappealed and in effect for thirty (30) days after such entry without a stay or enforcement or execution;

(h) the dissolution of the Developer; or

(i) the conviction of the Developer or any natural person who owns a material interest in the Developer, in a criminal proceeding (other than a misdemeanor), or the indictment of the Developer or any natural person who owns a material interest in the Developer, for any crime (other than a misdemeanor).

For purposes of Sections 17.01(i) hereof, a person with a material interest in the Developer shall be one owning in excess of ten percent (10%) of the eveloper's issued and outstanding shares of stock.

17.02 Remedies.

Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, and may suspend disbursement of City Funds. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, secure the specific performance of the agreements contained herein.

17.03 Curative Period.

In the event Developer shall fail to perform a monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer shall have failed to perform such monetary covenant within thirty (30) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event the Developer shall fail to perform a non-monetary covenant which the Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer shall have failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, the Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

Section 18.

Mortgaging Of The Project.

All mortgages, if any, currently in place with respect to the Project are listed on (Sub)Exhibit G hereto, including mortgages made in connection with Lender Financing. In the event that the Developer shall hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof, a mortgage(s) or deed(s) of trust (any such mortgage or deed of trust being hereinafter referred to as the "Mortgage" and the holder of the same being hereinafter referred to as the "Mortgagee"), then it is hereby agreed by and between the City and the Developer as follows:

(a) Prior to the issuance of a Certificate pursuant to Section 8 hereof, no Mortgage, other than mortgages by purchasers unrelated to the Developer

or an Affiliate securing financing for individual condominium units or townhomes, or a mortgage refinancing an outstanding mortgage for the Project, which refinancing mortgage shall not be greater than the principal amount of the refinanced mortgage, shall be executed on the Project without the prior written consent of the Commissioner of D.P.D..

(b) In the event that the Mortgagee or any other party shall succeed to the Developer's interest in the Property pursuant to the exercise of remedies under a Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of Developer's interest hereunder in accordance with Section 20.15 hereof, the City hereby agrees to attorn to and recognize such party as the successor in interest to the Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "the Developer" hereunder; provided, however, that notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of the Developer's interest under this Agreement, such party shall have no liability under this Agreement for any Event of Default of the Developer which accrued prior to the time such party succeeded to the interest of the Developer under this Agreement, in which case the Developer shall be solely responsible. However, if such Mortgagee or other party succeeding to the Developer's interest in the Property does not expressly accept an assignment of the Developer's interest hereunder, such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land.

Section 19.

Notice.

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) telecopy or facsimile; (c) overnight courier; or (d) registered or certified or facsimile mail, return receipt requested.

If To The City:

City of Chicago
Department of Planning and Development
Room 1000
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner
FAX: (312) 744-2271

With Copies To:

City of Chicago
Department of Law
Finance and Economic
Development Division
Room 511
121 North LaSalle Street
Chicago, Illinois 60602
FAX: (312) 744-8538

If To The Developer:

Lincoln, Ashland & Belmont,
L.L.C.
c/o Enterprise Development
710 West Oakdale Avenue
Chicago, Illinois 60657
FAX: (312) _____

And

c/o LR Development Company
3257 North Sheffield Avenue
Chicago, Illinois 60657
FAX: (312) 404-7516

With Copies To:

John J. George
Suite 500
100 West Monroe Street
Chicago, Illinois 60603
FAX: (312) 726-8819

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

Section 20.

Miscellaneous.

20.01 Amendment.

This Agreement and the (sub)exhibits attached hereto may not be amended without the prior written consent of the parties hereto.

20.02 Entire Agreement.

This Agreement (including each (sub)exhibit attached hereto, which is hereby incorporated herein by reference) constitutes the entire Agreement between the parties hereto and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter hereof.

20.03 Limitation Of Liability.

No member, official or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer from the City or any successor in interest or on any obligation under the terms of this Agreement.

20.04 Further Assurances.

The Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

20.05 Waiver.

Waiver by the City or the Developer with respect to any breach of this Agreement shall not be considered or treated as a waiver of the rights of the respective party with respect to any other default or with respect to any particular default, except to the extent specifically waived by the City or the Developer in writing.

20.06 Remedies Cumulative.

The remedies of a party hereunder are cumulative and the exercise of any

one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

20.07 Disclaimer.

Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

20.08 Headings.

The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

20.09 Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

20.10 Severability.

If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

20.11 Conflict.

In the event of a conflict between any provisions of this Agreement and the provisions of the T.I.F. Ordinances and/or the T.I.F. Bond Ordinance, if any, such ordinance(s) shall prevail and control.

20.12 Governing Law.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of law principles.

20.13 Form Of Documents.

All documents required by this Agreement to be submitted, delivered or furnished to the City shall be in form and content satisfactory to the City.

20.14 Approval.

Wherever this Agreement provides for the approval or consent of the City or D.P.D., or any matter is to be to the City's or D.P.D.'s satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City or D.P.D. in writing and in its sole reasonable discretion.

20.15 Assignment.

Prior to the issuance by the City to the Developer of a Certificate, the Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City, provided, however, to the extent permitted and subject to the provisions of Section 18, the Developer may assign the Agreement to the lender providing Lender Financing as security for repayment of the Lender Financing. Notwithstanding the issuance of such Certificate, any successor in interest to the Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Sections 9.19 (Conditional Provisions) and 9.20 (Survival of Covenants) hereof, for the Term of the Agreement. The Developer consents to the City's sale, transfer, assignment or other disposition of this Agreement at any time in whole or in part.

20.16 Binding Effect.

This Agreement shall be binding upon the Developer and its successors and permitted assigns and shall inure to the benefit of the City, its successors and assigns.

20.17 Force Majeure.

For the purposes of any of the provisions of this Agreement, neither the City nor the Developer, as the case may be, nor any successor in interest, shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire for other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rainstorms or below-freezing temperatures of abnormal degree or quantity or an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its respective obligations hereunder.

[The Remainder Of This Page is Intentionally Left Blank.]

In Witness Whereof, The parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

Attest: Lincoln, Ashland & Belmont, L.L.C.

By: _____ By: _____

Its: _____ Its: _____

Attest:

Lab-Lofts, L.L.C.

By: _____

Its: _____

By: _____

Its: _____

Attest:

Lab-Townhomes, L.L.C.

By: _____

Its: _____

By: _____

Its: _____

City of Chicago

By: _____
Commissioner,
Department of Planning
and Development

State of Illinois)
) SS:
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, Do Hereby Certify that _____ and _____, personally known to me to be the _____ and _____ of Lincoln, Ashland & Belmont, L.L.C., a Delaware limited liability corporation (the "Corporation"), and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this ___ day of _____, 1994 in person and acknowledged that they signed, sealed,

and delivered said instrument, pursuant to the authority given to them by the members of the Corporation, as their free and voluntary act and as the free and voluntary act of the Corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 199__.

_____
Notary Public

My commission expires _____.

[Seal]

State of Illinois)
) SS:
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, Do Hereby Certify that _____ and _____, personally known to me to be the _____ and _____ of Lab-Lofts, L.L.C., a Delaware limited liability corporation (the "Corporation"), and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this ____ day of _____, 1994 in person and acknowledged that they signed, sealed, and delivered said instrument, pursuant to the authority given to them by the members of the Corporation, as their free and voluntary act and as the free and voluntary act of the Corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 199__.

_____
Notary Public

My commission expires _____.

[Seal]

State of Illinois)
) SS:
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, Do Hereby Certify that _____ and _____, personally known to me to be the _____ and _____ of Lab-Townhomes, L.L.C., a Delaware limited liability corporation (the "Corporation"), and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this ____ day of _____, 1994 in person and acknowledged that they signed, sealed, and delivered said instrument, pursuant to the authority given to them by the members of the Corporation, as their free and voluntary act and as the free and voluntary act of the Corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 199__.

_____
Notary Public

My commission expires: _____.

[Seal]

State of Illinois)
) SS:
County of Cook)

I, _____, a notary public in and for the said County, in the State aforesaid, Do Hereby Certify that Valerie B. Jarrett, personally known to me to be the _____ Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this ____ day of _____, 1994 in person and acknowledged that she signed, sealed and delivered said instrument, pursuant to the authority given to her by the City, as her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 199__.

_____
Notary Public

My commission expires: _____.

[Seal]

(Sub)Exhibits "A" through "L" referred to in this Lincoln-Belmont-Ashland Redevelopment Agreement read as follows:

(Sub)Exhibit "A".
(To Redevelopment Agreement)

The legal description for the Lincoln-Belmont-Ashland Tax Increment Financing Redevelopment Project Area is:

that part of the southeast quarter of Section 19 and the southwest quarter of Section 20, both in Township 40 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

beginning at the intersection of the centerline of North Lincoln Avenue with the centerline of North Ashland Avenue, being also the east line of said southeast quarter of Section 19 and the west line of said southwest quarter of Section 20; thence northwesterly along said centerline of North Lincoln Avenue, a distance of 339.65 feet to the easterly extension of the south line of West Melrose Street; thence westerly along said south line and the easterly extension thereof, 184.06 feet to the northeast corner of Lot 41 in Block 10 in Gross' North Addition to Chicago in the southeast quarter of Section 19, aforesaid; thence southerly along the east line of said Lot 41 and the southerly extension thereof, 133.00 feet to the centerline of the east/west public alley, being 16 feet in width, in said Block 10; thence westerly along said centerline and the westerly extension thereof, 326.00 feet to the centerline of North Paulina Street; thence northerly along said centerline, 199.00 feet to the westerly extension of the north line of West Melrose Street, aforesaid; thence easterly along said north line and the westerly and easterly extensions thereof, 477.37 feet to the centerline of North Lincoln Avenue, aforesaid; thence northwesterly along said centerline, 334.60 feet to the centerline of North Marshfield Avenue; thence northerly along said centerline of North Marshfield Avenue, 242.31 feet to the westerly extension of the north line of the south 10.00 feet of Lot 33 in Block 8 in G.H.A. Thomas' Subdivision of Blocks 8 and 9 of L. Turner's Subdivision of the northeast half of the east half of the southeast quarter of Section 19, aforesaid; thence easterly along said north line and the westerly extension thereof, 157.88 feet to the east line of said Lot 33; thence southerly along said east line, 10.00 feet to the southeast corner thereof; thence easterly along the north line and the westerly extension thereof, of Lot 17 in said Block 8, a distance of 123.90 feet to the northeast corner thereof; thence easterly at right angles to the east line of said Lot 17, a distance of 50.00 feet to the centerline of North Ashland Avenue, aforesaid; thence northerly along said centerline, 66.99 feet to the westerly extension of the north line of Lot 19 in Block 1 of Sickel and Hufmeyer's Subdivision of the south half of the north half of the southwest quarter of the southwest quarter of Section 20, aforesaid; thence easterly along the north line of said Lot 19 and said westerly extension and the easterly extension

of said north line, and the north line of Lots 9 through 18, inclusive, being also the south line of West Henderson Street, 426.00 feet to the northeast corner of said Lot 9; thence southerly along the east line of said Lot 9, a distance of 125.20 feet to the southeast corner thereof; thence westerly along the south line of said Lot 9, a distance of 16.00 feet to the northerly extension of the east line of the west 9.00 feet of Lot 38 in said Block 1; thence southerly along the east line of said 9.00 feet, and said northerly extension thereof, and the southerly extension thereof, 174.21 feet to the centerline of West School Street; thence westerly along said centerline, 410.14 feet to the centerline of North Ashland Avenue, aforesaid; thence southerly along said centerline of North Ashland Avenue, 670.32 feet to the centerline of North Lincoln Avenue, aforesaid, being the place of beginning, in Cook County, Illinois.

Permanent Index Numbers.

14-19-426-008
14-19-426-011
14-19-426-012
14-19-426-027
14-19-426-030
14-19-426-031

14-19-431-001
14-19-431-002
14-19-431-003

14-19-435-003
14-19-435-004
14-19-435-009
14-19-435-038
14-19-435-039
14-19-435-040

14-20-320-001
14-20-320-002
14-20-320-003
14-20-320-004
14-20-320-005
14-20-320-006
14-20-320-007
14-20-320-034
14-20-320-043
14-20-320-044

(Sub)Exhibit "B".
(To Redevelopment Agreement)

Property Legal Descriptions.

Parcel 1:

Lots 17 to 24, both inclusive (except from said premises that part of each of said lots lying east of a line 50 feet west of and parallel with the east line of Section 19) in Block 8 in G.H.A. Thomas' Subdivision of Blocks 8 and 9 in L. Turner's Subdivision of the northeast half of the east half of the southeast quarter of Section 19, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

All that part of Block 10 (except that part thereof conveyed to the City of Chicago by deed recorded as Document 12248524 in the Office of the Recorder of Deeds of Cook County, Illinois), in L. Turner's Subdivision lying north of the north line of Lot 18 in Rusk and Flood's Subdivision of south half of Block 10 in L. Turner's Subdivision of the northeast half of the east half of the southeast quarter of Section 19, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

Lots 9 to 18, both inclusive, and Lots 29 to 37 and the west 9 feet of Lot 38, both inclusive, in Block 1 of Sickel and Hufmeyer's Subdivision of the south half of the north half of the southwest quarter of the southwest quarter of Section 20, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4:

All that part of the east and west 16 foot vacated alley lying south of and adjoining the south line of Lots 9 to 18, both inclusive, lying north of and adjoining the north line of Lots 29 to 38, both inclusive, and lying west of and adjoining the west line of the east 16 feet of said Lot 38 produced north 16 feet, in Block 1 of Sickel and Hufmeyer's Subdivision of the south half of the north half of the southwest quarter of the southwest quarter of Section 20, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 5:

The east half of the north and south vacated alley in Block 1 of Sickel and Hufmeyer's Subdivision lying east of and adjacent to Lots 19 through 28 in said Block 1, all in the south half of the north half of the southwest quarter of the southwest quarter of Section 20, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 6:

Lots 25, 26, 27, 28, 29, 30, 31, 32 and the south 10 feet of Lot 33 in Block 8 in G.H.A. Thomas' Subdivision of Blocks 8 and 9 of L. Turner's Subdivision of the northeasterly half of the east half of the southeast quarter of Section 19, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

(Sub)Exhibit "C".
(To Redevelopment Agreement)

T.I.F.-Funded Improvements.

	Tower	Annex
Land Acquisition	$3,000,000	$3,000,000
Demolition	100,000	200,000
Hazardous Material Abatement	200,000	
Renovation of Existing Structures:		
Debris removal	20,000	5,000
Masonry cleaning/tuckpointing	22,050	
Structural concrete	15,000	
Elevator	25,000	
Lightweight concrete	25,000	

	Tower	Annex
Masonry	46,000	
Structural steel	100,000	
Carpentry/drywall	50,000	
Labor	20,000	
Tenant buildout	10,000	
Roofing	50,000	
Punch list/warranty	2,000	
Doors and frames	5,000	
Loading dock doors	2,000	
Windows	20,000	
Loading docks levelers	2,000	
Conveying system	50,000	
Plumbing/sewer	10,000	
Sprinkler system	50,000	
H.V.A.C.	50,000	
Electrical	40,000	
Life Safety	2,000	
Contingency	3,000	
Site Preparation:		
Landscaping		5,000
Surface lot		182,950

	Tower	Annex
Planning/Legal/Studies/Fees:		
G.C. fee	50,000	
Architect/engineer	10,000	
Construction supervision	25,000	
Zoning/T.I.F.	37,500	37,500
Development fee	25,000	
Miscellaneous	3,000	
TOTAL:	$4,069,550	$3,430,450

(Sub)Exhibit "D".
(To Redevelopment Agreement)

Lincoln-Belmont-Ashland

Redevelopment Project Area

Tax Increment Allocation Finance Program.

Redevelopment Plan And Project.

June, 1994

City Of Chicago.

Richard M. Daley,

Mayor.

Introduction.

The Lincoln-Belmont-Ashland Redevelopment Project Area is located in the City of Chicago, Illinois. The Redevelopment Project Area contains approximately 8.96 acres. The Redevelopment Project Area is generally located between Lincoln and Marshfield Avenues and Paulina Street on the west, Henderson and Melrose Streets on the north, Belmont Avenue on the south, and the first alley east of Ashland Avenue on the east. The Redevelopment Project Area is located in the north side of the City in an area of the City of Chicago that has excellent transportation access especially to surrounding City communities. The major access to the Redevelopment Project Area is provided by Ashland, Lincoln and Belmont Avenues. Public transportation is available via C.T.A. surface buses along major arterial streets, Lincoln, Ashland and Belmont Avenues. The Kennedy Expressway (I-90/94) is available via the Belmont Avenue interchange which is located approximately one mile west of the Project Area. The location and boundaries of the Redevelopment Project Area are shown on Map 1, Project Boundary.

The Lincoln-Belmont-Ashland Redevelopment Project Area is located within an area which contains service, retail and residential uses. The Redevelopment Project Area contains major areas which are underutilized and vacant. The Redevelopment Project Area is located in the Lake View neighborhood. According to the 1990 census figures the Lake View area has a population of 91,031, which is a decrease of seven percent (7%) over the 1980 census. The residential community is primarily comprised of single-family and two-flat residences which were constructed from the turn of the century to the present day, with the majority of the housing stock predating 1940. Some new housing is being constructed in the nearby area which includes single-family, townhouses and condominiums. The Redevelopment Project Area is immediately surrounded by commercial/retail uses along the three major arterial streets, Lincoln, Belmont and Ashland Avenues.

The Lincoln-Belmont-Ashland shopping district had a long established history of being Lake View's main retail/commercial center. In 1987, the focal point of the Lincoln-Belmont-Ashland retail/commercial area, the Wieboldt's Department Store which utilized the "Tower" building and "Annex" buildings closed its operations. The closure of one of Chicago's oldest retail establishments created a negative impact upon the surrounding retail businesses which continues today. As a result of the Wieboldt's closing, various other related commercial operations have also closed and the surrounding residential areas are showing signs of neglect and disrepair due at least in part to the economic decline of the area.

In order to redevelop this Redevelopment Project Area numerous and costly improvements will be necessary, including environmental remediation, site improvements, infrastructure, demolition, etc..

The purpose of the Redevelopment Plan is to create a mechanism to allow for the redevelopment of existing buildings and for the development of new

commercial and residential facilities on existing vacant and/or under-utilized land. The redevelopment of these buildings is expected to encourage economic revitalization within the community and surrounding area.

Tax Increment Allocation Redevelopment Act.

An analysis of conditions within this area indicates that it is appropriate for designation of this Redevelopment Project Area as a redevelopment project, utilizing the State of Illinois tax increment financing legislation. The Redevelopment Project Area is characterized by conditions which warrant the designation as a "blighted area" within the definitions set forth in the Tax Increment Allocation Redevelopment Act (hereafter referred to as the "Act"). The Act is found in 65 ILCS 5/11-74-1, et seq., as amended.

The Act provides a means for municipalities, after the approval of a "Redevelopment Plan and Project" to redevelop blighted areas by pledging the increase in tax revenues generated by public and private redevelopment in order to pay for the upfront public costs which are required to stimulate such private investment in new redevelopment and rehabilitation. Municipalities may issue obligations to be repaid from the stream of real property tax increments that occur within the tax increment financing district.

The property tax increment revenue is calculated by determining the difference between the initial equalized assessed value (the Certified E.A.V. Base) for all real estate located within the district and the current year E.A.V.. Any increase in E.A.V. is then multiplied by the current tax rate, which determines the incremental real property tax.

The Lincoln-Belmont-Ashland Redevelopment Area Tax Increment Allocation Financing Project Redevelopment Plan and Project (hereafter referred to as the "Redevelopment Plan") has been formulated in accordance with the provisions of the Act. It is a guide to all proposed public and private action in the Redevelopment Project Area. In addition to describing the objectives of redevelopment, the Redevelopment Plan sets forth the overall program to be undertaken to accomplish these objectives. This program is the "Redevelopment Project".

This Redevelopment Plan also specifically describes the Lincoln-Belmont-Ashland Tax Increment Redevelopment Project Area (hereinafter referred to as the "Redevelopment Project Area"). This area meets the eligibility requirements of the Act. The Redevelopment Project Area boundaries are described in Section II of the Redevelopment Plan and shown in Map 1, Boundary Map.

After its approval of the Redevelopment Plan, the City Council then formally designates the Redevelopment Project Area.

The purpose of this Redevelopment Plan is to ensure that new development occurs:

1. On a coordinated rather than a piecemeal basis to ensure that the land-use, vehicular access, parking, service and urban design systems will meet modern-day principles and standards.

2. On a reasonable, comprehensive and integrated basis to ensure that blighting factors are eliminated.

3. Within a reasonable and defined time period.

Revitalization of the Redevelopment Project Area is a large and complex undertaking and presents challenges and opportunities commensurate to its scale. The success of this effort will depend to a large extent on the cooperation between the private sector and agencies of local government. The adoption of the Redevelopment Plan makes possible the implementation of a logical program to stimulate redevelopment in the Redevelopment Project Area, an area which cannot reasonably be anticipated to be developed without the adoption of this Redevelopment Plan. Public investments will create the appropriate environment to attract the investment required for the rebuilding of the area. But for the investment of seed funds by the City, the proposed developments would not be financially feasible and would not go forward.

Successful implementation of the Redevelopment Plan and Project requires that the City of Chicago take full advantage of the real estate tax increments attributed to the Redevelopment Project as provided in accordance with the Act. The Redevelopment Project Area would not be reasonably developed without the use of such incremental revenues.

Redevelopment Project Area And Legal Description.

The Lincoln-Belmont-Ashland Redevelopment Project Area is located approximately 4.5 miles northwest of Chicago's Central Business District. The Redevelopment Project Area contains approximately 8.96 acres. The Redevelopment Project Area is generally located between Lincoln and Marshfield Avenues and Paulina Street on the west, Henderson and Melrose Streets on the north, Belmont Avenue on the south, and the first alley east of Ashland Avenue on the east.

The legal description of the Lincoln-Belmont-Ashland Redevelopment Project Area is as follows:

that part of the southeast quarter of Section 19 and the southwest quarter of Section 20, both in Township 40 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

beginning at the intersection of the centerline of North Lincoln Avenue with the centerline of North Ashland Avenue, being also the east line of said southeast quarter of Section 19 and the west line of said southwest quarter of Section 20; thence northwesterly along said centerline of North Lincoln Avenue, a distance of 339.65 feet to the easterly extension of the south line of West Melrose Street; thence westerly along said south line and the easterly extension thereof, 184.06 feet to the northeast corner of Lot 41 in Block 10 in Gross' North Addition to Chicago in the southeast quarter of Section 19, aforesaid; thence southerly along the east line of said Lot 41 and the southerly extension thereof, 133.00 feet to the centerline of the east/west public alley, being 16 feet in width, in said Block 10; thence westerly along said centerline and the westerly extension thereof 326.00 feet to the centerline of North Paulina Street; thence northerly along said centerline, 199.00 feet to the westerly extension of the north line of West Melrose Street, aforesaid; thence easterly along said north line and the westerly and easterly extensions thereof, 477.37 feet to the centerline of North Lincoln Avenue, aforesaid; thence northwesterly along said centerline, 334.60 feet to the centerline of North Marshfield Avenue; thence northerly along said centerline of North Marshfield Avenue, 242.31 feet to the westerly extension of the north line of the south 10.00 feet of Lot 33 in Block 8 in G.H.A. Thomas' Subdivision of Blocks 8 and 9 of L. Turner's Subdivision of the northeast half of the east half of the southeast quarter of Section 19, aforesaid; thence easterly along said north line and the westerly extension thereof, 157.88 feet to the east line of said Lot 33; thence southerly along said east line, 10.00 feet to the southeast corner thereof; thence easterly along the north line and the westerly extension thereof of Lot 17 in said Block 8, a distance of 123.90 feet to the northeast corner thereof; thence easterly at right angles to the east line of said Lot 17, a distance of 50.00 feet to the centerline of North Ashland Avenue, aforesaid; thence northerly along said centerline, 66.99 feet to the westerly extension of the north line of Lot 19 in Block 1 of Sickel and Hufmeyer's Subdivision of the south half of the north half of the southwest quarter of the southwest quarter of Section 20, aforesaid; thence easterly along the north line of said Lot 19 and said westerly extension and the easterly extension of said north line, and the north line of Lots 9 through 18, inclusive, being also the south line of West Henderson Street, 426.00 feet to the northeast corner of said Lot 9; thence southerly along the east line of said Lot 9, a distance of 125.20 feet to the southeast corner thereof; thence westerly along the south line of said Lot 9, a distance of 16.00 feet to the northerly extension of the east line of the west 9.00 feet of Lot 38 in said Block 1; thence southerly along the east line of said 9.00 feet, and said northerly extension thereof, and

the southerly extension thereof, 174.21 feet to the centerline of West School Street; thence westerly along said centerline, 410.14 feet to the centerline of North Ashland Avenue, aforesaid; thence southerly along said centerline of North Ashland Avenue, 670.32 feet to the centerline of North Lincoln Avenue, aforesaid, being the place of beginning, in Cook County, Illinois.

Gross Land Area: 8.9631 acres.

Net Usable Area: 5.4263 acres.

Redevelopment Project Area Goals And Objectives.

General Goals:

-- Improve the quality of life in Chicago by eliminating the influence of, as well as the manifestations of, both physical and economic blight in the Redevelopment Project Area.

-- Provide sound economic development in the Redevelopment Project Area.

-- Revitalize the Redevelopment Project Area to make it an important center contributing to the revitalization of the area.

-- Create an environment within the Redevelopment Project Area which will contribute to the health, safety, and general welfare of the City, and preserve or enhance the value of properties in the area.

-- Create suitable locations for commerce.

-- Create job opportunities.

-- Create quality housing.

-- Create new retail centers and the accompanying job opportunities.

Redevelopment Objectives:

-- Reduce or eliminate those conditions which qualify the Redevelopment Project Area as a Blighted Area. Blighted Area Conditions Existing in the Redevelopment Project Area, describes the blighting conditions.

-- Enhance the tax base of the City of Chicago and of the other taxing districts which extend into the Redevelopment Project Area by encouraging private investment in new commercial and residential development.

-- Strengthen the economic well-being of the Redevelopment Project Area and the City by increasing business activity, taxable values, and job opportunities.

-- Encourage the assembly of land into parcels that are functionally adaptable with respect to shape and size for redevelopment needs and standards.

-- Provide needed incentives to encourage improvements for new development efforts.

-- Provide needed incentives to encourage a broad range of improvements in both new commercial and residential development and rehabilitation efforts.

-- Encourage the participation of minorities and women in the development of the Redevelopment Project Area.

Development And Design Objectives:

-- Establish a pattern of land-use activities arranged in compact, compatible groupings to increase efficiency of operation and economic relationships.

-- Encourage coordinated development of parcels and structures in order to achieve efficient building design.

-- Achieve development which is integrated both functionally and aesthetically with nearby existing development.

-- Ensure safe and adequate circulation pattern, adequate ingress and egress and capacity in the project area.

-- Encourage a high-quality appearance of buildings, rights-of-way and open spaces, and encourage high standards of design.

Blighted Area Conditions Existing In The Redevelopment Project Area.

Based upon surveys, inspections, research and analysis of the area by Louik/Schneider & Associates, Inc. the Redevelopment Project Area qualifies as a "blighted area" as defined by the Act. A separate report entitled Eligibility Study Of A Proposed Redevelopment Project Area For Tax Increment Financing In The Lincoln-Belmont-Ashland Study Area Chicago, Illinois, dated June, 1994 describes in detail the surveys and analysis undertaken and the basis for the finding that the Redevelopment Project Area qualifies as a "blighted area" as defined by the Act. Summarized below are the findings of the Eligibility Report: The Redevelopment Project Area is characterized by the presence of eight of the blighting factors as listed in the Act, impairing the sound growth of the taxing districts in this area of the City. Specifically:

-- Of the fourteen factors set forth in the law, eight are present in the Redevelopment Project Area.

-- The blighting factors which are present are reasonably distributed throughout the Redevelopment Project Area.

-- All areas within the Redevelopment Project Area show the presence of blighting factors.

The following factors are present within the improved area:

1. Age.

   Age as a factor is present to a major extent in two (2) of the four (4) blocks. Of the ten total buildings in the Study Area, eight (80 percent) are 35 years of age or older.

2. Dilapidation.

   Dilapidation is present in one block containing one building.

3. Obsolescence.

   Obsolescence as a factor is present in four (4) of the four (4) blocks. Conditions contributing to this factor include obsolete buildings and obsolete platting. One building and one block is characterized by obsolescence as the result of an irregularly shaped parcel.

4. Deterioration.

Deterioration as a factor is present in four (4) of the four (4) blocks of the Study Area. Conditions contributing to this factor include deteriorating structures, deteriorating off-street parking, site surface areas, and deteriorating street pavement, curbs, gutters and sidewalks. A total of 9 of the 10 buildings (90%) are characterized by deterioration, and 18 of the 25 parcels (72%) of the Study Area exhibit signs of deterioration.

5. Presence Of Structures Below Minimum Code Standards.

One structure within the Study Area, contains evidence of being below minimum code based upon the exterior survey. Structures below minimum code standards include all structures which do not meet the standards of zoning, subdivision, building, housing, property maintenance, fire, or other governmental codes applicable to the property.

6. Excessive Vacancies.

Excessive vacancies as a factor is present to a major extent in four (4) of four (4) blocks. Nine buildings are significantly or totally vacant representing ninety percent (90%) of the buildings and 3.14 acres of land are vacant.

7. Deleterious Land-Use Or Layout.

Deleterious land-use or layout is present in all blocks of the Study Area. Conditions contributing to this factor include parcels of irregular shape and limited size. Two large tracts of vacant and underutilized land exists, and nine vacant including one dilapidated structure exists within the area along with one parcel of property which is triangularly shaped.

8. Depreciation Of Physical Maintenance.

Depreciation of physical maintenance is present in all four (4) blocks. Conditions contributing to this factor include deferred maintenance and lack of maintenance of buildings, parking areas, and site improvements including streets, alleys, walks, curbs, gutters and utilities.

9. Lack Of Community Planning.

The Study Area contains four (4) blocks of which two and one-half blocks are located within the Commercial District Development Commission's 1990 Redevelopment Plan for the Lincoln-Belmont-Ashland Commercial Area. The one and one-half (1½) blocks not located within the above referenced Plan lack an overall plan for coordinated development on a block by block and parcel by parcel basis. However, based on our review lack of community planning is not exhibited throughout the Study Area.

The conclusion of the consultant team engaged to conduct the study is that the number, degree and distribution of blighting factors as documented in this report warrant the designation of all of the Study Area as a "blighted area" as set forth in the "Act". Specifically:

The analysis above was based upon data assembled by Louik/Schneider & Associates, Inc.. The surveys, research and analysis conducted include:

1. Exterior surveys of the condition and use of the Redevelopment Project Area;

2. Field surveys of environmental conditions covering streets, sidewalks, curbs and gutters, lighting, traffic, parking facilities, landscaping, fences and walls, and general property maintenance;

3. Analysis of existing and previous uses and their relationships;

4. Comparison of current land-use to current zoning ordinance and the current zoning maps;

5. Historical analysis of site uses and users;

6. Analysis of original and current platting and building size layout;

7. Analysis of tax delinquency; and

8. Review of previously prepared plans, studies and data.

Based upon the findings of the Eligibility Study for the Lincoln-Belmont-Ashland Study Area, the Redevelopment Project Area on the whole has not been subject to growth and development through investment by private enterprise and would not reasonably be anticipated to be developed without the adoption of this Redevelopment Plan. But for the

investment of seed funds by the City, the proposed developments would not be financially feasible and would not go forward.

Lincoln-Belmont-Ashland Redevelopment Plan And Project.

A. Redevelopment Project Area Goal And Objectives.

The City proposes to realize its goals and objectives of redevelopment through public finance techniques, including but not limited to tax increment financing, and by undertaking some or all of the following actions:

1. Assemblage of Sites. To achieve the renewal of the Redevelopment Project Area, property identified in Map 3, Redevelopment Plan, attached hereto and made a part hereof, may be acquired by the City of Chicago and cleared of all improvements if any and either (a) sold or leased for private redevelopment, or (b) sold, leased or dedicated for construction of public improvements or facilities. The City may determine that to meet the renewal objectives of this Redevelopment Plan, other properties in the Redevelopment Project Area not scheduled for acquisition should be acquired or certain property currently listed for acquisition should not be acquired. Acquisition of land for public rights-of-way will also be necessary for the portions of said rights-of-way that the City does not own.

   As a necessary part of the redevelopment process, the City may hold and secure property which it has acquired and place it in temporary uses until such property is scheduled for disposition and redevelopment. Such uses may include, but are not limited to, project office facilities, parking or other uses the City may deem appropriate.

2. Provision of Public Improvements and Facilities. Adequate public improvements and facilities will be provided to service the entire Redevelopment Project Area. Public improvements and facilities may include, but are not limited to:

   a. Reconstruction of interior streets.

   b. Provision of utilities necessary to serve the redevelopment.

3. Provision for Soil and Site Improvements. Funds may be made available for improvements to properties for the purpose of making land suitable for development:

   a. Entering into a redevelopment agreement for necessary site improvements in the Redevelopment Project Area.

   b. Environmental remediation necessary for redevelopment of the Redevelopment Project Area.

4. Redevelopment Agreements. Land assemblage shall be conducted for (a) sale, lease, or conveyance to private developers, or (b) sale, lease, conveyance or dedication for the construction of public improvements or facilities. Terms of conveyance shall be incorporated in appropriate disposition agreements which may contain more specific controls than those stated in the Redevelopment Plan. Requirements for site improvements and public improvements may also be included in the Redevelopment Agreements.

In the event that the City determines that construction of certain improvements is not financially feasible, the City may reduce the scope of the proposed improvements.

B. Redevelopment Plan.

The Redevelopment Plan proposes the redevelopment of the Lincoln-Belmont-Ashland Area, to stimulate or stabilize not only the Redevelopment Project Area but also the properties within the surrounding area. This plan proposes the following redevelopment improvements which are located within the Lincoln-Belmont-Ashland Area (See Map 3):

1. Property east of Ashland Avenue consists of an approximately 64,000 square foot parcel of vacant land located east of Ashland Avenue between School and Henderson Streets. The property, which was formally used as the Wieboldt's customer parking area is bounded on the south by School Street, on the north by Henderson Street, on the west by the LaSalle Bank drive-through facility, and on the east by single- and multi-family residences.

   Approximately 48 townhomes will be developed on this parcel with a total of approximately 95,000 square feet of new construction. The townhomes will range in size from 1,000

square feet to 2,500 square feet. All of the homes will have classic brick facades, attached garage parking, and private outdoor space with either balconies, patios, or roof decks.

2. Property west of Ashland Avenue and south of School Street, known as "The Tower", was formally operated as the Wieboldt's retail store and is located on the south side of School Street between Ashland and Lincoln Avenues. This property consists of a part two-story and part seven-story brick building of approximately 170,000 square feet. The building will be redeveloped with retail on the first floor (37,105 square feet) and a portion of the second floor (20,000 square feet), and loft residential units on floors 2 through 7. The loft units will range in size from 800 to 1,500 square feet. Common area features will include a secure indoor parking garage in the basement, an exercise room, and a common area roof deck on the top of the seven-story building.

3. Property west of Ashland Avenue, east of Marshfield Avenue, and north of School Street, known as the "Annex" property is improved with several buildings. The eastern building, known as the Wieboldt's Annex, was formally use by Wieboldt's to merchandise furniture and for loading purposes. The Annex building, which is a two-story structure of 42,000 square feet will be demolished and the land will be improved for retail surface parking. The basement of the "Annex" will be developed for additional residential parking for the "Tower" condominiums. An existing passage under School Street will be renovated so that occupants of the Tower condominiums can go from the underground parking garage to the "Tower" property. An alley to the west of the Annex separates the Wieboldt's Annex from five (5) one- and two-story buildings which front onto Marshfield Avenue and total approximately 20,000 square feet. These buildings, which were not part of the former Wieboldt's operation will also be razed and a 30,000 square foot retail store with a multi-level parking structure above will be built in their place. The parking facility will be used to service both the retail tenants in the "Annex" and "Tower" properties and will accommodate approximately 321 cars.

4. Property on the north corner of Lincoln-Belmont-Ashland, known as the "Price" property, is an improved parcel with a two-story building which contains approximately 12,000 square feet per floor. The Price property will be renovated if feasible or will be demolished and improved with a building of similar size for commercial use.

5. The property along Melrose and Paulina Streets, the City-owned parking lot, will not be redeveloped at this time. The lot may be resurfaced or redeveloped at a later date.

The proposed Lincoln-Belmont-Ashland Redevelopment Project Area will require planning and programming of improvements. The redevelopment agreement will generally provide for the City to provide funding for activities permitted by the Illinois Compiled Statutes. The funds for said improvements will come directly from the incremental increase in tax revenues generated from the entire Redevelopment Project Area or the City's issuance of bonds to be repaid from the incremental increase in tax revenues to be generated from the entire Redevelopment Project Area. A developer or user will undertake the responsibility for the required site improvements, a portion of which may be paid for from the issuance of bonds, and will further be required to build any agreed to improvements and necessary ancillary improvements required for the Project.

C. General Land-Use Plan.

The Redevelopment Plan and the proposed projects described herein conform to the land-uses and development policies for the City as a whole as currently provided by the City of Chicago Zoning Ordinances.

The proposed land-use institutes changes within the area bounded on the west by Lincoln and Marshfield Avenues and Paulina Street, on the north by Henderson and Melrose Streets, on the east by the first alley east of Ashland Avenue, and on the south by Belmont Avenue. It was determined that the proposed residential and commercial development is in conformity with existing zoning and if any zoning changes are required they will need to be undertaken.

D. Estimated Development Project Costs.

Redevelopment project costs mean the sum total of all reasonable or necessary costs incurred or estimated to be incurred, and any such costs incidental to this Redevelopment Plan and Redevelopment Project pursuant to the State of Illinois Tax Increment Allocation Redevelopment Act. Such costs may include, without limitation, the following:

1. Costs of studies, surveys, development of plans, and specifications, implementation and administration of the redevelopment plan, including but not limited to staff and professional service costs for architectural, engineering, legal, marketing, financial, planning or other services, provided, however, that no charges for professional services may be based on a percentage of the tax increment collected.

2. Property assembly costs, including but not limited to acquisition of land and other property, real or personal, or rights or interests therein, demolition of buildings, and the clearing and grading of land.

3. Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings and fixtures.

4. Costs of the construction of public works or improvements.

5. Costs of job training and retraining projects.

6. Financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued hereunder accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding thirty-six (36) months thereafter and including reasonable reserves related thereto.

7. All or a portion of a taxing district's capital costs resulting from the redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs.

8. Relocation costs to the extent that a municipality determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law.

9. Payment in lieu of taxes.

10. Costs of job training, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in a redevelopment project area; and (ii) when incurred by a taxing district or taxing districts other than the municipality, are set forth in a written agreement by or among the municipality and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and

sources of funds to pay for the same, and the term of the agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Sections 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act and by school districts of costs pursuant to Sections 10-22.20a and 10-23.3a of The School Code.

11. Interest costs incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:

a. such costs are to be paid directly from the special tax allocation fund established pursuant to this Act;

b. such payments in any one year may not exceed thirty percent (30%) of the annual interest costs incurred by the redeveloper with regard to the redevelopment project during that year;

c. if there are not sufficient funds available in the special tax allocation fund to make the payment pursuant to this paragraph (11) then the amount so due shall accrue and be payable when sufficient funds are available in the special tax allocation fund; and

d. the total of such interest payments paid pursuant to this Act may not exceed thirty percent (30%) of the total (i) costs paid or incurred by the redeveloper for the redevelopment project plus (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by a municipality pursuant to this Act.

12. Unless explicitly stated in the Act, the cost of construction of new privately-owned buildings shall not be an eligible redevelopment project cost.

The estimated redevelopment project costs are shown in Table 1. To the extent that municipal obligations have been issued to pay for such redevelopment project costs incurred prior to, but in anticipation of, the adoption of tax increment financing, the City shall be reimbursed for such redevelopment project costs. The total redevelopment project costs provide an upper limit on expenditures (exclusive of capitalized interest, issuance costs, interest and other financing costs). Within this limit, adjustments may be made in line items without amendment to this Redevelopment Plan.

Table 1.

Estimated Redevelopment Project Costs.

Program Action/Improvements.

Land Acquisition	$ 6,000,000
Demolition	535,000
Environmental Remediation	300,000
Renovation of Existing Structures	3,135,000
Site Preparation	270,000
Public Improvements	32,000
Planning, Legal, Studies	470,000
TOTAL PROJECT COST:*	$ 10,742,000

E. Sources Of Funds To Pay Redevelopment Project Costs.

Funds necessary to pay for redevelopment project costs and/or municipal obligations which have been issued or incurred to pay for such costs are to be derived principally from tax increment revenues and/or proceeds from municipal obligations which have as their revenue source tax increment revenue. To secure the issuance of these obligations, the City may permit the utilization of guarantees, deposits and other forms of security made available by private sector developers.

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* Exclusive of capitalized interest, issuance costs and other financing costs.

The tax increment revenue which will be used to fund tax increment obligations and eligible redevelopment project costs shall be the incremental real property tax revenues. Incremental real property tax revenue is attributable to the increase in the current equalized assessed value of each taxable lot, block, tract or parcel of real property in the Redevelopment Project Area over and above the initial equalized assessed value of each such property in the Redevelopment Project Area. Other sources of funds which may be used to pay for redevelopment costs and obligations issued or incurred, the proceeds of which are used to pay for such costs, are land disposition proceeds, state and federal grants, investment income, and such other sources of funds and revenues as the municipality may from time to time deem appropriate such as municipal sales taxes, municipal amusement taxes, generated from the district. Without the use of such tax incremental revenues, the Redevelopment Project Area would not reasonably be developed. All incremental revenues utilized by the City of Chicago will be utilized exclusively for the development of the Redevelopment Project Area.
Issuance Of Obligations.

To finance redevelopment costs a municipality may issue obligations secured by the anticipated tax increment revenue generated within the T.I.F. redevelopment area. In addition, a municipality may pledge towards payment of such obligations any part or any combination of the following: (a) net revenues of all or part of any redevelopment project; (b) taxes levied and collected on any or all property in the municipality; (c) the full faith and credit of the municipality; (d) a mortgage on part or all of the redevelopment project; or (e) any other taxes or anticipated receipts that the municipality may lawfully pledge.

All obligations issued by the City pursuant to this Redevelopment Plan and the Act shall be retired within twenty-three years (2017) from the adoption of the ordinance approving the Redevelopment Project Area. Also, the final maturity date of any such obligations which are issued may not be later than twenty years (2014) from their respective dates of issue. One or more series of obligations may be sold at one or more times in order to implement this Redevelopment Plan. The amounts payable in any year as principal and interest on all obligations issued by the City pursuant to the Redevelopment Plan and the Act shall not exceed the amounts available, or projected to be available, from tax increment revenues and from such bond sinking funds or other sources of funds (including ad valorem taxes) as may be provided by ordinance. Obligations may be of a parity or senior/junior lien natures. Obligations issued may be serial or term maturities, and may or may not be subject to mandatory, sinking fund, or optional redemptions.

Revenues shall be used for the scheduled and/or early retirement of obligations, and for reserves, bond sinking funds and redevelopment project costs, and, to the extent that real property tax increment is not used for such purposes, shall be declared surplus and shall then become available for distribution annually to taxing distrcits in the Redevelopment Project Area in the manner provoded by the Act.

Most Recent Equalized Assessed Valuation Of Properties In The Redevelopment Project Area.

The total 1992 equalized assessed valuation for the entire Redevelopment Project Area is $2,210,398. This equalized assessed valuation is subject to final verification by Cook County. After verification, the County Clerk of Cook County, Illinois will certify the amount, and this amount will serve as the "Initial Equalized Assessed Valuation".

Anticipated Equalized Assessed Valuation.

By the year 1998, when it is estimated that initial commercial and residential development will be completed and fully assessed, the estimated equalized assessed valuation of real property within the Redevelopment Project Area is estimated at between $10,000,000 and $12,000,000. These estimates are based on several key assumptions, including: (1) all commercial redevelopment will be completed in 1996; (2) the market value of the anticipated developments will increase following completion of the redevelopment activities described in the Redevelopment Project and Plan; (3) the most recent State Multiplier of 2.0897 as applied to 1992 assessed values will remain unchanged; and (4) for the duration of the Project the tax rate for the entire Redevelopment Project Area is assumed to be the same and will remain unchanged from the 1992 level.

F. Lack Of Growth And Development Through Investment By Private Enterprise.

As described in the Blighted Area Conditions Section of this Redevelopment Project and Plan Report, the Redevelopment Project Area as a whole is adversely impacted by the presence of numerous blighting factors, and these factors are reasonably distributed throughout the area. Although some rehabilitation has occurred on a limited and scattered basis, the Redevelopment Project Area on the whole has not been subject to growth and development through investment by private enterprise. No large scale projects have been initiated in over twenty (20) years. The lack of private investment is evidenced by continued existence of blight, large tracts of vacant land and the limited number of new development projects undertaken on a planned basis.

It is clear from the study of this area that private investment in revitalization and redevelopment has not occurred to overcome the blighting conditions that currently exist. The Redevelopment Project Area is not reasonably expected to be developed without the efforts and leadership of the City, including the adoption of this Redevelopment Project and Plan.

G. Financial Impact Of The Redevelopment Project.

Without the adoption of this Redevelopment Project and Plan, and tax increment financing, the Redevelopment Project Area is not reasonably expected to be redeveloped by private enterprise. There is a real prospect that the blighted conditions will continue to exist and spread, and the whole area will become less attractive for the maintenance and improvement of existing buildings and sites. The possibility of the erosion of the assessed value of property which would result from the lack of a concerted effort by the City to stimulate revitalization and redevelopment could lead to a reduction of real estate tax revenue to all taxing districts.

Sections A, B and C of this Redevelopment Project and Plan describe the comprehensive redevelopment program proposed to be undertaken by the City to create an environment in which private investment can occur. The redevelopment program will be staged with various developments taking place over a period of years. If the redevelopment project is successful, various new private projects will be undertaken that will assist in alleviating blighted conditions, creating new jobs and promoting development in the area.

The Redevelopment Project is expected to have short- and long-term financial impacts on the taxing districts affected by the Redevelopment Plan. During the period when tax increment financing is utilized, real estate tax increment revenues (from the increases in Equalized Assessed Valuation ["E.A.V."] over and above the certified initial E.A.V. established at the time of adoption of this Project and Plan) will be used to pay eligible redevelopment project costs for the Tax Increment Financing District. At the end of the T.I.F. time period, the real estate tax revenues will be distributed to all taxing districts levying taxes against property located in the Redevelopment Project Area.

H. Demand On Taxing District Services.

The following major taxing districts presently levy taxes on properties located within the Redevelopment Project Area: City of Chicago; Chicago Board of Education; Chicago School Finance Authority; Chicago Park District; Chicago Community College District; Metropolitan Water Reclamation District of Greater Chicago; County of Cook; and Cook County Forest Preserve District.

The proposed Redevelopment Plan involves the acquisition of vacant and underutilized buildings, new construction of commercial and residential buildings, and the improvement of existing commercial buildings. Therefore, the financial burden of the redevelopment project on taxing districts is expected to be negligible.

Nonresidential development, such as retail, commercial, office, hotel, public and institutional uses, should not cause increased demand for services or capital improvements on any of the taxing districts named above except for the Metropolitan Water Reclamation District. Replacement of vacant and underutilized buildings and sites with active and more intensive uses will result in additional demands on services and facilities provided by the Metropolitan Water Reclamation District. However, it is expected that any increase in demand for treatment of sanitary and storm sewage associated with the Redevelopment Project Area can be adequately handled by existing treatment facilities maintained and operated by the Metropolitan Water Reclamation District.

Residential development may cause increased demand for services or capital improvements to be provided by the Board of Education, Community College District 508, Chicago Park District, Metropolitan Water Reclamation District, and City. New private investment in residential and nonresidential development, and public investment in infrastructure improvements may increase the demand for public services or capital improvements provided by the City of Chicago and the Chicago Park District within and adjacent to the Redevelopment Project Area. These public services or capital improvements may include but are not necessarily limited to, the provision of additional open spaces and recreational facilities by the Chicago Park District. However, it is not possible at this time to predict, with any degree of reliability, (i) the number or timing of new or rehabilitated residential buildings that may be added within the Redevelopment Project Area, or (ii) the increased level of demand for services or capital improvements to be provided by any taxing district as a result therefrom.

If successful, the implementation of the Redevelopment Project may enhance the values of properties within and adjacent to the Redevelopment Project Area.

I. Program To Address Financial And Service Impacts.

As described in detail in prior sections of this report, the complete scale and amount of development in the Redevelopment Area cannot be predicted with complete certainty at this time and the demand for services provided by those taxing districts cannot be quantified at this time.

As indicated in Section D, Estimated Redevelopment Project Costs of the Redevelopment Project and Plan, the City plans to provide public improvements and facilities to service the Redevelopment Project Area. Such improvements may mitigate some of the additional service and capital demands placed on taxing districts as a result of the implementation of this Redevelopment Project and Plan.

Provision For Amending Action Plan.

The Lincoln-Belmont-Ashland Redevelopment Project Area Tax Increment Redevelopment Plan and Project may be amended pursuant to the provisions of the Act.

Affirmative Action Plan.

The City is committed to and will affirmatively implement the following principles with respect to the Lincoln-Belmont-Ashland Redevelopment Project Area.

A. The assurance of equal opportunity in all personnel and employment actions with respect to the Plan and Project, including but not limited to: hiring, training, transfer, promotion, discipline, fringe benefits, salary, employment working conditions, termination, et cetera, without regard to race, color, religion, sex, age, handicapped status, national origin, creed, or ancestry.

B. This commitment to affirmative action will ensure that all members of the protected groups are sought out to compete for all job openings and promotional opportunities.

Legal Description.

That part of the southeast quarter of Section 19 and the southwest quarter of Section 20, both in Township 40 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

beginning at the intersection of the centerline of North Lincoln Avenue with the centerline of North Ashland Avenue, being also the east line of said southeast quarter of Section 19 and the west line of said southwest quarter of Section 20; thence northwesterly along said centerline of North Lincoln Avenue, a distance of 339.65 feet to the easterly extension of the south line of West Melrose Street; thence westerly along said south line and the easterly extension thereof, 184.06 feet to the northeast corner of Lot 41 in Block 10 in Gross' North Addition to Chicago in the southeast quarter of Section 19, aforesaid; thence

southerly along the east line of said Lot 41 and the southerly extension thereof, 133.00 feet to the centerline of the east/west public alley, being 16 feet in width, in said Block 10; thence westerly along said centerline and the westerly extension thereof, 326.00 feet to the centerline of North Paulina Street; thence northerly along said centerline, 199.00 feet to the westerly extension of the north line of West Melrose Street, aforesaid; thence easterly along said north line and the westerly and easterly extensions thereof, 477.37 feet to the centerline of North Lincoln Avenue, aforesaid; thence northwesterly along said centerline, 334.60 feet to the centerline of North Marshfield Avenue; thence northerly along said centerline of North Marshfield Avenue, 242.31 feet to the westerly extension of the north line of the south 10.00 feet of Lot 33 in Block 8 in G.H.A. Thomas' Subdivision of Blocks 8 and 9 of L. Turner's Subdivision of the northeast half of the east half of the southeast quarter of Section 19, aforesaid; thence easterly along said north line and the westerly extension thereof, 157.88 feet to the east line of said Lot 33; thence southerly along said east line, 10.00 feet to the southeast corner thereof; thence easterly along the north line and the westerly extension thereof, of Lot 17 in said Block 8, a distance of 123.90 feet to the northeast corner thereof; thence easterly at right angles to the east line of said Lot 17, a distance of 50.00 feet to the centerline of North Ashland Avenue, aforesaid; thence northerly along said centerline, 66.99 feet to the westerly extension of the north line of Lot 19 in Block 1 of Sickel and Hufmeyer's Subdivision of the south half of the north half of the southwest quarter of the southwest quarter of Section 20, aforesaid; thence easterly along the north line of said Lot 19 and said westerly extension and the easterly extension of said north line, and the north line of Lots 9 through 18, inclusive, being also the south line of West Henderson Street, 426.00 feet to the northeast corner of said Lot 9; thence southerly along the east line of said Lot 9, a distance of 125.20 feet to the southeast corner thereof; thence westerly along the south line of said Lot 9, a distance of 16.00 feet to the northerly extension of the east line of the west 9.00 feet of Lot 38 in said Block 1; thence southerly along the east line of said 9.00 feet, and said northerly extension thereof, and the southerly extension thereof, 174.21 feet to the centerline of West School Street; thence westerly along said centerline, 410.14 feet to the centerline of North Ashland Avenue, aforesaid; thence southerly along said centerline of North Ashland Avenue, 670.32 feet to the centerline of North Lincoln Avenue, aforesaid, being the place of beginning, in Cook County, Illinois.

Gross Land Area: 8.9631 acres.

Net Usable Area: 5.4263 acres.

Table 1.

Estimated Redevelopment Project Costs.

Program Action/Improvements.

Land Acquisition	$ 6,000,000
Demolition	535,000
Environmental Remediation	300,000
Renovation of Existing Structures	3,135,000
Site Preparation	270,000
Public Improvements	32,000
Planning, Legal, Studies	470,000
TOTAL PROJECT COST:*	$10,742,000

Table 2.

1992 Equalized Assessed Valuation.

Permanent Index Number	1992 E.A.V.
14-19-426-008	$ 44,544
-011	29,082
-012	24,824
-027	179,424
-030	51,806
-031	93,713

* Exclusive of capitalized interest, issuance costs and other financing costs.

Permanent Index Number	1992 E.A.V.
14-19-431-001	$262,569
-002	99,186
-003	544,145
14-19-435-003	Exempt
-004	Exempt
-009	Exempt
-038	Exempt
-039	Exempt
-040	Exempt
14-20-320-001	148,680
-002	37,134
-003	90,787
-004	90,787
-005	90,787
-006	90,787
-007	100,061
-034	2,104
-043	120,875
-044	109,103
TOTAL:	$2,210,398

[Map 1 (Redevelopment Project Boundaries), Map 2 (Existing Land-Use) and Map 3 (Redevelopment Plan/Proposed Land-Use) referred to in this Redevelopment Plan and Project printed on pages 62477 through 62479 of this Journal.]

(Sub)Exhibit "E".
(To Redevelopment Agreement)

American Institute Of Architects.

A.I.A. Document A111

Standard Form Of Agreement Between Owner And Contractor

Where The Basis Of Payment Is The

Cost Of The Work Plus A Fee

With Or Without A Guaranteed Maximum Price.

1987 Edition.

This Document Has Important Legal Consequences; Consultation With An Attorney Is Encouraged With Respect To Its Completion Or Modification.

The 1987 Edition of A.I.A. Document A201, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

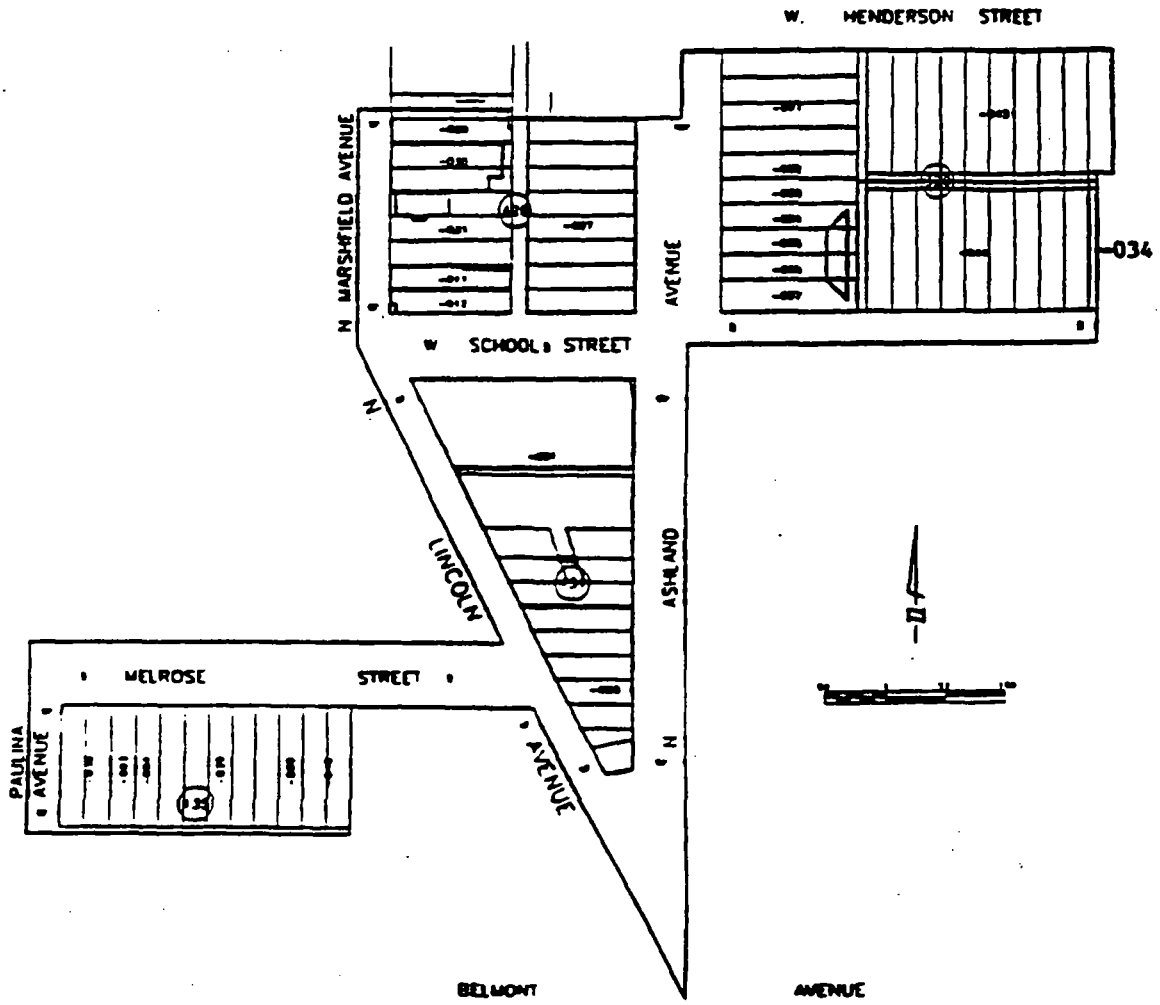
This document has been approved and endorsed by The Associated General Contractors of America.

(Continued on page 62480)

Map 1.
(Redevelopment Project Boundaries)

Map 1 Project Boundaries

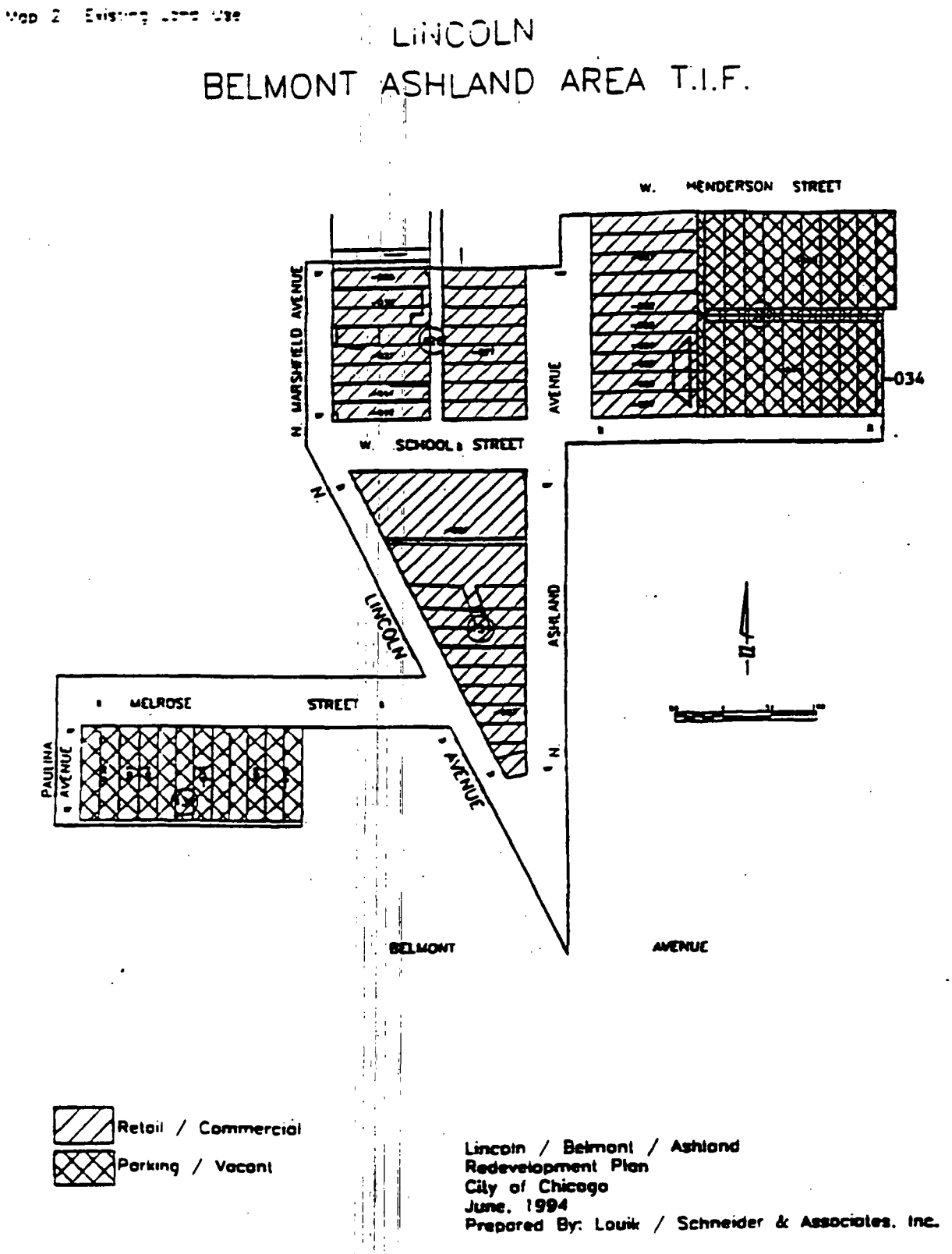
BELMONT ASHLAND AREA T.I.F.



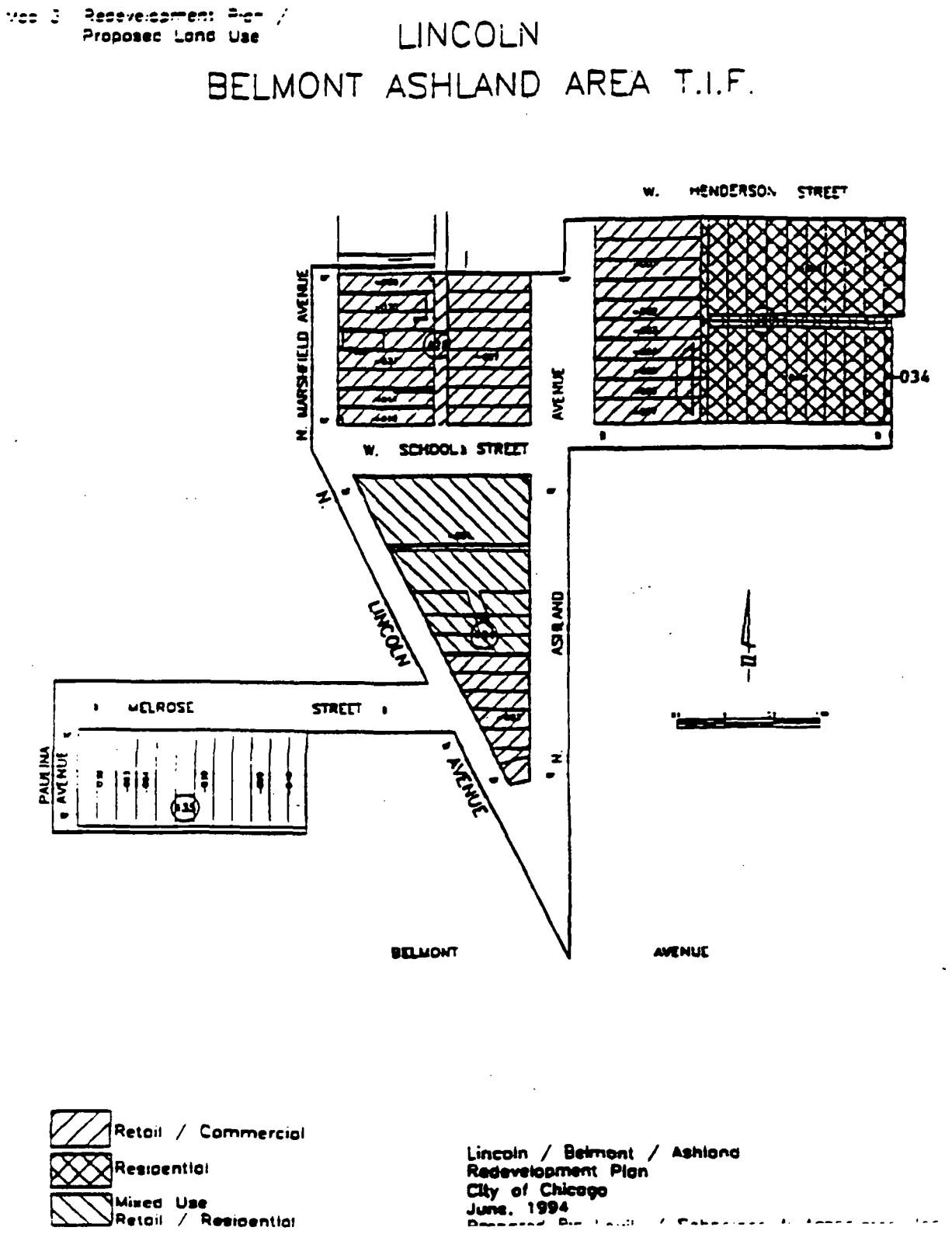
PROJECT BOUNDARY

Lincoln / Belmont / Ashland
Redevelopment Plan
City of Chicago
June, 1994
Prepared By: Louik / Schneider & Associates, Inc

Map 2.
(Existing Land-Use)



Map 3.
(Redevelopment Plan/Proposed Land-Use)



(Continued from page 62476)

Agreement made as of the _____ day of _____ in the year of Nineteen Hundred and _____.

Between the Owner:
(Name and Address)

And the Contractor:
(Name and Address)

The Project is:
(Name and Location)

The Architect is:
(Name and Address)

The Owner and Contractor agree as set forth below:

Article 1.

The Contract Documents.

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 16. If anything in the other Contract Documents is inconsistent with this Agreement, this Agreement shall govern.

Article 2.

The Work Of This Contract.

2.1

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

_____

_____

_____

Article 3.

Relationship Of The Parties.

3.1

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and utilize the Contractor's best skill, effort and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision, to make best efforts to furnish at all times an adequate supply of workers and materials and to perform the Work in the best way and most expeditious and economical manner consistent with the interests of the Owner. The Owner agrees to exercise best efforts to enable the Contractor to perform the Work in the best way and most expeditious manner by furnishing and approving in a timely way information required by the Contractor and making payments to the Contractor in accordance with requirements of the Contract Documents.

Article 4.

Date Of Commencement And Substantial Completion.

4.1

The date of commencement is the date from which the Contract Time of Subparagraph 4.2 is measured; it shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner in writing not less than five (5) days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

4.2

The Contractor shall achieve Substantial Completion of the entire Work not later than:

(Insert the calendar date or number of calendar days after the date of commencement. Also, insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)

subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

Article 5.

Contract Sum.

5.1

The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum consisting of the cost of the Work as defined in Article 7 and the Contractor's Fee determined as follows:

(State a lump sum percentage of Cost of the Work or other provision for determining the Contractor's Fee and explain how the Contractor's Fee is to be adjusted for changes in the Work.)

5.2 Guaranteed Maximum Price (If Applicable).

5.2.1

The sum of the Cost of the Work and the Contractor's Fee is guaranteed by the Contractor not to exceed _____ Dollars ($_____), subject to additions and deductions by Change Order as provided in the Contract Documents. Such maximum sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.

(Insert specific provisions if the Contractor is to participate in any savings.)

5.2.2

The Guaranteed Maximum Price is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates, but only if a Guaranteed Maximum Price is inserted in Subparagraph 5.2.1. If decisions on other alternates are to be made by the Owner subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date until which that amount is valid.)

5.2.3

The amounts agreed to for unit price, if any, are as follows:

(State unit price only if a Guaranteed Maximum Price is inserted in Subparagraph 5.2.1.)

Article 6.

Changes In The Work.

6.1 Contracts With A Guaranteed Maximum Price.

6.1.1

Adjustments to the Guaranteed Maximum Price on account of changes in the Work may be determined by any of the methods listed in Subparagraph 7.3.3 of the General Conditions.

6.1.2

In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Clause 7.3.3.3 of the General Conditions and the terms "costs" and "a reasonable allowance for overhead and profit" as used in Subparagraph 7.3.6 of the General Conditions shall have the meanings assigned to them in the General Conditions and shall not be modified by Articles 5, 7 and 8 of this Agreement. Adjustment to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

6.1.3

In calculating adjustments to this Contract, the terms "cost" and "costs" as used in the above-referenced provisions of the General Conditions shall mean the Cost of the Work as defined in Article 7 of this Agreement and the terms "fee" and "a reasonable allowance for overhead and profit" shall mean the Contractor's Fee as defined in Paragraph 5.1 of this Agreement.

6.2 Contracts Without A Guaranteed Maximum Price.

6.2.1

Increased costs for the items set forth in Article 7 which result from changes in the Work shall become part of the Cost of the Work and the Contractor's Fee shall be adjusted as provided in Paragraph 5.1.

6.3 All Contracts.

6.3.1

If no specific provision is made in Paragraph 5.1 for adjustment of the Contractor's Fee in the case of changes in the Work or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Paragraph 5.1 will cause substantial inequity to the Owner or Contractor, the Contractor's Fee shall be equitably adjusted on the basis of the Fee established for the original Work.

Article 7.

Costs To Be Reimbursed.

7.1

The term Cost of the Work shall mean costs necessarily incurred by the Contractor in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 7.

7.1.1 Labor Costs.

7.1.1.1

Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner's agreement at off-site workshops.

7.1.1.2

Wages or salaries of the Contractor's supervisory and administrative personnel when stationed at the site with the Owner's agreement.

(If it is intended that the wages or salaries of certain personnel stationed at the Contractor's principal or other offices shall be included in the Cost of the Work, identify in Article 14 the personnel to be included and whether for all or only part of their time)

7.1.1.3

Wages and salaries of the Contractor's supervisory or administrative personnel engaged at factories, workshops or on the road in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

7.1.1.4

Costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions provided such costs are based on wages and salaries included in the Cost of the Work under Clauses 7.1.1.1 through 7.1.1.3.

7.1.2 Subcontract Costs.

Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts.

7.1.3 Costs Of Materials And Equipment Incorporated In The Completed Construction.

7.1.3.1

Costs including transportation of materials and equipment incorporated or to be incorporated in the completed construction.

7.1.3.2

Costs of materials described in the preceding Clause 7.1.3.1 in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or at the Owner's option, shall be sold by the Contractor; amounts realized, if any, from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

7.1.4 Costs Of Other Materials And Equipment, Temporary Facilities And Related Items.

7.1.4.1

Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers which are provided by the Contractor at the site and fully consumed in the performance of the Work and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Contractor. Cost for items previously used by the Contractor shall mean fair market value.

7.1.4.2

Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers which are provided by the Contractor at the site whether rented from the Contractor or others and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be subject to the Owner's prior approval.

7.1.4.3

Costs of removal of debris from the site.

7.1.4.4

Costs of telegrams and long distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

7.1.4.5

That portion of the reasonable travel and subsistence expenses of the Contractor's personnel incurred while traveling in discharge of duties connected with the Work.

7.1.5 Miscellaneous Costs.

7.1.5.1

That portion directly attributable to this Contract of premiums for insurance and bonds.

7.1.5.2

Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Contractor is liable.

7.1.5.3

Fees and assessments for the building permit and for other permits, licenses and inspections for which the Contractor is required by the Contract Documents to pay.

7.1.5.4

Fees of testing laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Subparagraph 13.53 of the General Conditions or other provisions of the Contract Documents and which do not fall within the scope of Subparagraphs 7.2.2 through 7.2.4 below.

7.1.5.5

Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Contractor resulting from such suits or claims and payments of settlements made with the Owner's consent; provided, however, that such costs of legal defenses, judgment and settlements shall not be included in the calculation of the Contractor's Fee or of a Guaranteed Maximum Price, if any, and provided that such royalties, fees and costs are not excluded by the last sentence of Subparagraph 3.17.1 of the General Conditions or other provisions of the Contract Documents.

7.1.5.6

Deposits lost for causes other than the Contractor's fault or negligence.

7.1.6 Other Costs.

7.1.6.1

Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.

7.2 Emergencies: Repairs To Damaged, Defective Or Nonconforming Work.

The Cost of the Work shall also include costs described in Paragraph 7.1 which are incurred by the Contractor.

7.2.1

In taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Paragraph 10.3 of the General Conditions.

7.2.2

In repairing or correcting Work damaged or improperly executed by construction workers in the employ of the Contractor, provided such damage or improper execution did not result from the fault or negligence of the Contractor or the Contractor's foremen, engineers or superintendents or other supervisory, administrative or managerial personnel of the Contractor.

7.2.3

In repairing damaged Work other than that described in Subparagraph 7.2.2, provided such damage did not result from the fault or negligence of the Contractor or the Contractor's personnel, and only to the extent that the cost of such repairs is not recoverable by the Contractor from others and the Contractor is not compensated therefor by insurance or otherwise.

7.2.4

In correcting defective or nonconforming Work performed or supplied by a Subcontractor or material supplier and not corrected by them, provided such defective or nonconforming Work did not result from the fault or neglect of the Contractor or the Contractor's personnel adequately to supervise and direct the Work of the Subcontractor or material supplier, and only to the extent that the cost of correcting the defective or nonconforming Work is not recoverable by the Contractor from the Subcontractor or material supplier.

Article 8.

Costs Not To Be Reimbursed.

8.1

The Cost of the Work shall not include:

8.1.1

Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Clauses 7.1.1.2 and 7.1.1.3 or as may be provided in Article 14.

8.1.2

Expenses of the Contractor's principal office and offices other than the site office.

8.1.3

Overhead and general expenses, except as may be expressly included in Article 7.

8.1.4

The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work.

8.1.5

Rental costs of machinery and equipment, except as specifically provided in Clause 7.1.4.2.

8.1.6

Except as provided in Subparagraphs 7.2.2 through 7.2.4 and Paragraph 13.5 of this Agreement, costs due to the fault or negligence of the Contractor, Subcontractors, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including but not limited to costs for the correction of damaged, defective or nonconforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied, and making good damage to property not forming part of the Work.

8.1.7

Any cost not specifically and expressly described in Article 7.

8.1.8

Costs which would cause the Guaranteed Maximum Price, if any, to be exceeded.

Article 9.

Discounts, Rebates And Refunds.

9.1

Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making payment, the Contractor included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be secured.

9.2

Amounts which accrue to the Owner in accordance with the provisions of Paragraph 9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

Article 10.

Subcontracts And Other Agreements.

10.1

Those portions of the Work that the Contractor does not customarily perform with the Contractor's own personnel shall be performed under subcontracts or by other appropriate agreements with the Contractor. The Contractor shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner will then determine, with the advice of the Contractor and subject to the reasonable objection of the Architect, which bids will be accepted. The Owner may designate specific persons or entities from whom the Contractor shall obtain bids; however, if a Guaranteed Maximum Price has been established, the Owner may not prohibit the Contractor from obtaining bids from others. The Contractor shall not be required to contract with anyone to whom the Contractor has reasonable objection.

10.2

If a Guaranteed Maximum Price has been established and a specific bidder among those whose bids are delivered by the Contractor to the Architect (1) is recommended to the Owner by the Contractor; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid which conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted; then the Contractor may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Contractor and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

10.3

Subcontracts or other agreements shall conform to the payment provisions of Paragraphs 12.7 and 12.8, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.

Article 11.

Accounting Records.

11.1

The Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to the Contractor's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Contract and the Contractor shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

Article 12.

Progress Payments.

12.1

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

12.2

The period covered by each Application for Payment shall be one calendar month ending on the last day of the month or as follows:

_____

_____

_____

12.3

Provided an Application for Payment is received by the Architect not later than the ____ day of a month, the Owner shall make payment to the Contractor not later than the ____ day of the _____ month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ____ days after the Architect receives the Application for Payment.

12.4

With each Application for Payment the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor; less (2) that portion of those payments attributable to the Contractor's Fee; plus (3) payrolls for the period covered by the present Application for Payment; plus (4) retainage provided in Subparagraph 12.5.4, if any, applicable to prior progress payments.

12.5 Contracts With A Guaranteed Maximum Price.

12.5.1

Each Application for Payment shall be based upon the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Contractor's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

12.5.2

Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the

Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

12.5.3

Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

12.5.3.1

Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions, even though the Guaranteed Maximum Price has not yet been adjusted by Change Order.

12.5.3.2

Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.

12.5.3.3

Add the Contractor's Fee, less retainage of _____ percent (____%). The Contractor's Fee shall be computed upon the Cost of the Work described in the two preceding clauses at the rate stated in Paragraph 5.1 or, if the Contractor's Fee is stated as a fixed sum in that paragraph, shall be an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work in the two preceding clauses bears to a reasonable estimate of the probable Cost of the Work upon its completion.

12.5.3.4

Subtract the aggregate of previous payments made by the Owner.

12.5.3.5

Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Paragraph 12.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's accountants in such documentation.

12.5.3.6

Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

12.5.4

Additional retainage, if any, shall be as follows:

(If it is intended to retain additional amounts from progress payments to the Contractor beyond (1) the retainage from the Contractor's Fee provided in Clause 12.5.3.3, (2) the retainage from Subcontractors provided in Paragraph 12 below, and (3) the retainage, if any, provided by other provisions of the Contract, insert provision for such additional retainage here. Such provision if made should also describe any arrangement for limiting or reducing the amount retained after the Work reaches a certain state of completion.)

12.6 Contracts Without A Guaranteed Maximum Price.

12.6.1

Applications for Payment shall show the Cost of the Work actually incurred by the Contractor through the end of the period covered by the Application for Payment and for which the Contractor has made or intends to make actual payment prior to the next Application for Payment.

12.6.2

Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

_____

_____

_____

12.6.2.1

Take the Cost of the Work as described in Subparagraph 12.6.1.

12.6.2.2

Add the Contractor's Fee, less retainage of _____ percent (_____%). The Contractor's Fee shall be computed upon the Cost of the Work described in the preceding Clause 12.6.2.1 at the rate stated in Paragraph 5.1 or, if the Contractor's Fee is stated as a fixed sum in that paragraph, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in the preceding clause bears to a reasonable estimate of the probable Cost of the Work upon its completion.

12.6.2.3

Subtract the aggregate of previous payments made by the Owner.

12.6.2.4

Subtract the shortfall, if any, indicated by the Contractor in the documentation required by Paragraph 12.4 or to substantiate prior Applications for Payment or resulting from errors subsequently discovered by Owner's accountants in such documentation.

12.6.2.5

Subtract amounts, if any, for which the Architect has withheld or withdrawn a Certificate for payment as provided in the Contract Documents.

12.6.3

Additional retainage, if any, shall be as follows:

_____

_____

_____

12.7

Except with the Owner's prior approval, payments to Subcontractors included in the Contractor's Applications for Payment shall not exceed an amount for each Subcontractor calculated as follows:

12.7.1

Take that portion of the Subcontract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Subcontractor's Work by the share of the total Subcontract Sum allocated to that portion in the Subcontractor's schedule of values, less retainage of _____ percent (____%). Pending final determination of amounts to be paid to the Subcontractor for changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions even though the Subcontract Sum has not yet been adjusted by Change Order.

12.7.2

Add that portion of the Subcontract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing, less retainage of _____ percent (____%).

12.7.3

Subtract the aggregate of previous payments made by the Contractor to the Subcontractor.

12.7.4

Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment by the Owner to the Contractor for reasons which are the fault of the Subcontractor.

12.7.5

Add, upon Substantial Completion of the entire Work of the Contractor, a sum sufficient to increase the total payments to the Subcontractor to _____ percent (____%) of the Subcontract Sum, less amounts, if any, for incomplete Work and unsettled claims, and, if final completion of the entire Work is thereafter materially delayed through no

fault of the Subcontractor, add any additional amounts payable on account of Work of the Subcontractor in accordance with Subparagraph 9.10.3 of the General Conditions.

(If it is intended prior to Substantial Completion of the entire Work of the Contractor to reduce or limit the retainage from Subcontractors resulting from the percentages in Subparagraphs 12.7.1 and 12.7.2 above and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

The Subcontract Sum is the total amount stipulated in the subcontract to be paid by the Contractor to the Subcontractor for the Subcontractor's performance of the subcontract.

12.8

Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

12.9

In taking action on the Contractor's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Paragraph 12.4 or other supporting data, that the Architect has made exhaustive or continuous on-site inspections or that the Architect has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's accountants acting in the sole interest of the Owner.

Article 13.

Final Payment.

13.1

Final payment shall be made by the Owner to the Contractor when (1) the Contract has been fully performed by the Contractor except for the Contractor's responsibility to correct defective or nonconforming Work, as

provided in Subparagraph 12.2.2 of the General Conditions, and to satisfy other requirements, if any, which necessarily survive final payment; (2) a final Application for Payment and a final accounting for the Cost of the Work have been submitted by the Contractor and reviewed by the Owner's accountants; and (3) a final Certificate for Payment has then been issued by the Architect; such final payment shall be made by the Owner not more than thirty (30) days after the issuance of the Architect's final Certificate for Payment, or as follows:

13.2

The amount of the final payment shall be calculated as follows:

13.2.1

Take the sum of the Cost of the Work substantiated by the Contractor's final accounting and the Contractor's Fee; but not more than the Guaranteed Maximum Price, if any.

13.2.2

Subtract amounts, if any, for which the Architect withholds, in whole or in part, a final Certificate for Payment as provided in Subparagraph 9.5.1 of the General Conditions or other provisions of the Contract Documents.

13.2.3

Subtract the aggregate of previous payments made by the Owner.

If the aggregate of previous payments made by the Owner exceeds the amount due the Contractor, the Contractor shall reimburse the difference to the Owner.

13.3

The Owner's accountants will review and report in writing on the Contractor's final accounting within thirty (30) days after delivery of the final accounting to the Architect by the Contractor. Based upon such Cost of

the Work as the Owner's accountants report to be substantiated by the Contractor's final accounting, and provided the other conditions of Paragraph 13.1 have been met, the Architect will, within seven (7) days after receipt of the written report of the Owner's accountants, either issue to the Owner a final Certificate for Payment with a copy to the Contractor, or notify the Contractor and Owner in writing of the Architect's reasons for withholding a certificate as provided in Subparagraph 9.5.1 of the General Conditions. The time periods stated in this Paragraph 13.3 supersede those stated in Subparagraph 9.4.1 of the General Conditions.

13.4

If the Owner's accountants report the Cost of the Work as substantiated by the Contractor's final accounting to be less than claimed by the Contractor, the Contractor shall be entitled to demand arbitration of the disputed amount without a further decision of the Architect. Such demand for arbitration shall be made by the Contractor within thirty (30) days after the Contractor's receipt of a copy of the Architect's final Certificate for Payment; failure to demand arbitration within this thirty (30) day period shall result in the substantiated amount reported by the Owner's accountants becoming binding on the Contractor. Pending a final resolution by arbitration, the Owner shall pay the Contractor the amount certified in the Architect's final Certificate for Payment.

13.5

If, subsequent to final payment and at the Owner's request, the Contractor incurs costs described in Article 7 and not excluded by Article 8 to correct defective or nonconforming Work, the Owner shall reimburse the Contractor such costs and the Contractor's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price, if any. If the Contractor has participated in savings as provided in Paragraph 5.2, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Contractor.

Article 14.

Miscellaneous Provisions.

14.1

Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that

provision as amended or supplemented by other provisions of the Contract Documents.

14.2

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

14.3

Other provisions:

_____

_____

_____

Article 15.

Termination Or Suspension.

15.1

The Contract may be terminated by the Contractor as provided in Article 14 of the General Conditions; however, the amount to be paid to the Contractor under Subparagraph 14.1.2 of the General Conditions shall not exceed the amount the Contractor would be entitled to receive under Paragraph 15.3 below, except that the Contractor's Fee shall be calculated

as if the Work had been fully completed by the Contractor, including a reasonable estimate of the Cost of the Work for Work not actually completed.

15.2

If a Guaranteed Maximum Price is established in Article 5, the Contract may be terminated by the Owner for cause as provided in Article 14 of the General Conditions; however, the amount, if any, to be paid to the Contractor under Subparagraph 14.2.4 of the General Conditions shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed the amount the Contractor would be entitled to receive under Paragraph 15.3 below.

15.3

If no Guaranteed Maximum Price is established in Article 5, the Contract may be terminated by the Owner for cause as provided in Article 14 of the General Conditions; however, the Owner shall then pay the Contractor an amount calculated as follows:

15.3.1

Take the Cost of the Work incurred by the Contractor to the Date of termination.

15.3.2

Add the Contractor's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Paragraph 5.1 or, if the Contractor's Fee is stated as a fixed sum in that paragraph, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion.

15.3.3

Subtract the aggregate of previous payments made by the Owner.

The Owner shall also pay the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Contractor which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Subparagraph 15.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Contractor shall, as a condition of

receiving the payment referred to in this Article 15, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Contractor, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Contractor under such subcontracts or purchase orders.

15.4

The Work may be suspended by the Owner as provided in Article 14 of the General Conditions; in such case, the Guaranteed Maximum Price, if any, shall be increased as provided in Subparagraph 14.3.2 of the General Conditions except that the term "cost of performance of the Contract" in that subparagraph shall be understood to mean the Cost of the Work and the term "profit" shall be understood to mean the Contractor's Fee as described in Paragraphs 5.1 and 6.3 of this Agreement.

Article 16.

Enumeration Of Contract Documents.

16.1

The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

16.1.1

The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, A.I.A. Document A111, 1987 Edition.

16.1.2

The General Conditions are the General Conditions of the Contract for Construction, A.I.A. Document A201, 1987 Edition.

16.1.3

The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated _____, and are as follows:

Document	Title	Pages

16.1.4

The Specifications are those contained in the Project Manual dated as in Paragraph 16.1.3, and are as follows:

(Either list the Specifications here or refer to a (sub)exhibit attached to this Agreement.)

Section	Title	Pages

16.1.5

The Drawings are as follows, and are dated _____ unless a different date is shown below:

(Either list the Drawings here or refer to a (sub)exhibit attached to this Agreement.)

Number	Title	Date

16.1.6

The Addenda, if any, are as follows:

Number	Date	Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 16.

16.1.7

Other documents, if any, forming part of the Contract Documents are as follows:

(List here any additional documents which are intended to form part of the Contract Documents. The General Conditions provide that bidding requirements such as advertisement or invitation to bid, instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

Owner	Contractor
(Signature)	(Signature)
(Printed Name and Title)	(Printed Name and Title)

(Sub)Exhibit "F".
(To Redevelopment Agreement)

Escrow Agreement.

[Intentionally Omitted]

(Sub)Exhibit "G".
(To Redevelopment Agreement)

Permitted Liens.

1. General Real Estate Taxes for the year 1994 and subsequent years.

2. Agreement recorded February 16, 1928 as Document Number 9928421, made by and between the City of Chicago and W.A. Wieboldt and Company. Said City of Chicago purports to grant to said W.A. Wieboldt and Company the right to maintain a basement and subbasement under that part of Ashland Avenue lying west of a line 30 feet, 6 inches east of the west line of said Ashland Avenue and widened by judgment entered in the suit of the City of Chicago Case B-7114 in the Circuit Court of Cook County, Illinois, in front of that part (except alley) of the north half of Block 10 except that part taken for widening of Ashland Avenue in L. Turner's Subdivision aforesaid and in front of Lots 15, 16 and 17 (except that part taken for widening Ashland Avenue of Rusk and Flood's Subdivision aforesaid) during the life of the building or buildings located on said premises and or for the period of 199 years. (Affects Parcels 1 and 2)

3. Easements granted to Commonwealth Edison Company over, upon and under part of the land as contained in document recorded as Number 15549839. (Affects Parcel 4)

4. Rights of the public or quasi-public utilities, if any, in said vacated alley for maintenance therein of poles, conduits, sewers, et cetera. (Affects Parcel 4)

5. Reservation contained in the warranty deed from the Board of Trustees of the Y.M.C.A. to Adolph Korentz dated June 20, 1927 and recorded October 21, 1927 as Document Number 9816426, for a perpetual easement for light and air over the north 5 feet of the east

100 feet of the south 10 feet of Lot 33 aforesaid above the second story of the building of the grantor now erected on the premises to the north of the property thereby conveyed. Agreements of said Adolph Korentz therein contained that neither he nor any subsequent owner or occupant of the land will at any time erect any building or structure or allow erection on the north 5 feet or the east 100 feet of said premises thereby conveyed higher than the second story of the building of the grantor in said deed now erected on the premises to the north of the land. (Affects the north 5 feet of the east 100 feet of the south 10 feet of Lot 33 of Parcel 6)

6. Encroachments described by survey done by Haeger and Associates, Inc., dated November 12, 1993 as follows:

Parcel 1:

(a) By the improvement on the land onto Ashland Avenue by 0.06 feet at the southeast corner.

Parcel 2:

(a) By the canopies onto Ashland Avenue and Lincoln Avenue.

(b) By subterranean vaults located under School Street and Ashland Avenue.

Parcel 6:

(a) By the improvement located on Lot 32 and the south 10 feet of Lot 33 onto the land north and adjoining by 0.01 feet.

(b) By the improvement located on Lots 31 and 30 onto Marshfield Avenue by 0.06 feet at the southwest corner.

(c) By the improvement located on Lots 25 and 26 onto Marshfield Avenue by 0.04 feet.

7. Possible easement in favor of Commonwealth Edison Company. (Affects Parcel 3)

8. Covenants, conditions, restrictions, easements, memoranda and agreements entered into and/or granted by the developer in connection with, and reasonably necessary for, the development, construction, ownership, leasing, management and operation of the project.

(Sub)Exhibit "H".
(To Redevelopment Agreement)

Lincoln-Belmont-Ashland

Preliminary Project Budget -- Commercial.

Tower Commercial Hard Costs.

Item	Private	T.I.F.	Total
Land and Existing Building		$3,000,000	$3,000,000
Demolition Contract		150,000	150,000
Debris Removal		20,000	20,000
Hazardous Material Abatement		300,000	300,000
Masonry Cleaning/ Tuckpointing		22,050	22,050
Structural Concrete		15,000	15,000
Elevator		50,000	50,000
Lightweight Concrete		65,000	65,000
Masonry		46,000	46,000
Structural Steel		200,000	200,000
Rough Carpentry and Drywall		110,000	110,000
Labor		40,000	40,000
Tenant Buildout		1,122,500	1,122,500
Roofing		111,860	111,860

Item	Private	T.I.F.	Total
Punchlist/Warranty		$ 10,000	$ 10,000
Metal Doors and Frames		18,000	18,000
Loading Dock Doors		8,000	8,000
Windows		195,900	195,900
Loading Dock Levelers		13,000	13,000
Conveying System		100,000	100,000
Plumbing/Sewer		55,000	55,000
Sprinkler System		225,000	225,000
H.V.A.C.		150,000	150,000
Electrical		100,000	100,000
Life Safety		16,000	16,000
Miscellaneous		31,690	31,690
Contingency		100,000	100,000
General Contractor Fee		330,000	330,000
Subtotal:	$0	$6,605,000	$6,605,000

Tower Commercial Soft Costs.

Item	Private	T.I.F.	Total
Appraisal	$ 2,500		$ 2,500
Architect/Engineer		$25,000	25,000
Commissions	150,000		150,000
Legal	40,000		40,000

Item	Private	T.I.F.	Total
General Conditions	$50,000		$50,000
Construction Supervision		$175,000	175,000
Marketing	12,500		12,500
Transfer Taxes	22,500		22,500
Taxes	12,500		12,500
Permits	10,000		10,000
Loan Fees	60,000		60,000
Zoning/T.I.F.		37,500	37,500
Insurance	6,000		6,000
Closing Costs	2,500		2,500
Interest Reserve	144,520		144,520
Development Fees (2%)		170,000	170,000
Subtotal:	$513,020	$ 407,500	$ 920,520
GRAND TOTAL:	$513,020	$7,012,500	$7,525,520

Annex Commercial Hard Cost.

Item	Private	T.I.F.	Total
Land and Existing Building		$3,000,000	$3,000,000
Demolition		350,000	350,000
Asphalt	$ 22,000		22,000
Brickwork/Block	200,000		200,000
Concrete/Foundation	55,000		55,000

Item	Private	T.I.F.	Total
Concrete Floors	$70,000		$70,000
Concrete Walks	15,000		15,000
Debris Removal		$15,000	15,000
Drywall/Studs	60,000		60,000
Electric	65,000		65,000
Excavation	80,000		80,000
Garage Doors	3,000		3,000
H.V.A.C.	95,000		95,000
Insulation	5,000		5,000
Labor	15,000		15,000
Landscaping		32,000	32,000
Lightweight	3,000		3,000
Metal Doors	5,000		5,000
Miscellaneous	25,000		25,000
General Contractor Fee	520,000		520,000
Painting	15,000		15,000
Plumbing/Sewer	70,000		70,000
Roofing/Sheet Metal	85,000		85,000
Rough Lumber	10,000		10,000
Rough Carpentry	45,000		45,000
Sprinklers	55,000		55,000
Steel	185,000		185,000
Storefront	55,000		55,000

Item	Private	T.I.F.	Total
Tenant Build Out	$ 900,000		$ 900,000
Parking Structure	1,945,000		1,945,000
Surface Lot and Structure	30,000	$ 270,000	300,000
Contingency	137,750		137,750
Subtotal:	$4,770,750	$3,667,000	$8,437,750

Annex Commercial Soft Costs.

Item	Private	T.I.F.	Total
Appraisal	$ 2,500		$ 2,500
Architect/Engineer	75,000		75,000
Commissions	150,000		150,000
Legal	10,000		10,000
General Conditions	50,000		50,000
Construction Supervision	175,000		175,000
Marketing	12,500		12,500
Transfer Taxes	22,500		22,500
Taxes	12,500		12,500
Permits	15,000		15,000
Loan Fees	80,000		80,000
Zoning/T.I.F.		$37,500	37,500

Item	Private	T.I.F.	Total
Insurance	$ 6,000		$ 6,000
Closing Costs	2,500		2,500
Interest Reserve	216,781		216,781
Development Fees (2%)	170,000		170,000
Subtotal:	$1,000,281	$ 37,500	$1,037,781
GRAND TOTAL:	$5,771,031	$3,704,500	$9,475,531

Acquisition.

Item	Private	T.I.F.	Total
Land	$1,100,000		$1,100,000

Townhome Hard Costs.

Item	Private	T.I.F.	Total
Appliances	$100,000		
Asphalt	25,000		
Brickwork	720,000		
Cabinets/Vanities	155,000		
Carpet/Tile	150,000		
Concrete	280,000		
Clean-up	20,000		
Closet Shelves	15,000		

Item	Private	T.I.F.	Total
Debris Removal	$ 35,000		
Drywall	440,000		
Electric	320,000		
Electrical Fixtures	30,000		
Excavating	180,000		
Fireplaces	16,000		
Garage Doors	38,000		
Hardware	10,000		
Hardware Flooring	300,000		
H.V.A.C.	205,000		
Insulation	55,000		
Kitchen Tops	20,000		
Labor	175,000		
Lightweight Concrete	6,000		
Med. Cases	3,000		
Mirrors	15,000		
Miscellaneous	122,000		
General Contracting Fee	700,000		
Painting	165,000		
Plumbing/Sewer	625,000		
Roofing	160,000		
Rough Lumber	$235,000		

Item	Private	T.I.F.	Total
Rough and Trim Carpentry	$ 595,000		
Skylights	15,000		
Steel/Rails/Gates	150,000		
Telephone	20,000		
Trim Material	75,000		
Truss Joists	270,000		
Vanity Tops	15,000		
Warranty Service	75,000		
Windows	350,000		
Landscaping	260,000		
Contingency	210,000		
Subtotal:	$7,355,000	$0	$7,355,000

Townhome Soft Costs.

Item	Private	T.I.F.	Total
Appraisal	$ 5,000		
Architect/Engineers	125,000		
Environmental Report	3,000		
Insurance	20,000		
Legal/Accounting	50,000		
Marketing	100,000		
General Conditions	100,000		

Item	Private	T.I.F.	Total
Survey	$10,000		
Taxes	25,000		
Model/Sales Offices	50,000		
Permits	25,000		
Transfer Taxes	8,250		
Closing Costs	57,000		
Loan Fees	75,000		
Interest Reserve	125,671		
Construction Supervision	150,000		
Development Fees (2%)	190,000		
Subtotal:	$1,118,921	$0	$1,118,921
GRAND TOTAL:	$9,573,921	$0	$9,573,921

Acquisition.

Item	Private	T.I.F.	Total
Land and Existing Building	$900,000		$900,000

Loft Hard Costs.

Item	Private	T.I.F.	Total
Demolition Contract	$600,000		
Debris Removal	43,200		

Item	Private	T.I.F.	Total
Masonry Cleaning/ Tuckpointing	$ 34,375		
Masonry/Sandblasting Interior	64,765		
Elevators	190,000		
Landscaping	5,000		
Structural Concrete	79,000		
Lightweight Concrete	90,000		
Masonry	117,500		
Structural Steel	22,000		
Ornamental Ironwork (Balcony/Stairways)	106,400		
Rough Carpentry and Drywall	660,000		
Labor	172,800		
Trim Carpentry	424,800		
Trim Materials	140,000		
Cabinetry	120,000		
Countertops	80,000		
Roofing	101,350		
Unit Cleaning	24,000		
Metal Doors and Frames	16,000		
Garage Doors	4,000		
Windows	275,000		
Ceramic Tile	82,000		

Item	Private	T.I.F.	Total
Hardwood Flooring	$660,000		
Marble Tile	35,000		
Carpet	42,000		
Painting	360,000		
Fireplaces	40,430		
Mailboxes	2,500		
Mirrors	80,000		
Closet Shelving	6,650		
Storage Lockers	18,000		
Appliances	98,350		
Warranty and Punchlist	40,000		
Trash Chutes	13,630		
Plumbing/Sewer	496,450		
Plumbing Fixtures	81,750		
Sprinkler System	300,000		
H.V.A.C.	295,000		
Electrical	383,240		
Communicator/Cable TV Wiring	22,300		
Concrete Coring	98,725		
Life Safety	25,000		
Miscellaneous	94,240		
General Contractor Fee	690,000		

Item	Private	T.I.F.	Total
Contingency	$230,000		
Subtotal:	$7,565,455	$0	$7,565,455

Loft Parking.

Item	Private	T.I.F.	Total
Labor	$20,000		
Carpentry	25,000		
Concrete Slab Removal	42,000		
Sewer Work	40,000		
Concrete Structure	60,000		
Concrete Cleaning	22,000		
Waterproof Membrane	53,000		
Excavation	40,000		
H.V.A.C.	25,000		
Electrical	24,000		
Painting	18,000		
Stairs	6,000		
Miscellaneous	30,000		
General Contractor Fee	50,000		
Contingency	30,000		
Subtotal:	$485,000	$0	$485,000

Loft Soft Costs.

Item	Private	T.I.F.	Total
Appraisal	$ 5,000		
Architect/Engineers	100,000		
Insurance	20,000		
Legal/Accounting	75,000		
Marketing	100,000		
General Conditions	150,000		
Survey	15,000		
Taxes	50,000		
Model/Sales Office	50,000		
Permits	25,000		
Transfer Taxes	6,750		
Title/Closing Costs	90,000		
Loan Fees	95,000		
Interest Reserve	205,086		
Construction Supervision	200,000		
Development Fees (2%)	200,000		
Subtotal:	$1,386,836	$0	$ 1,386,836
GRAND TOTAL:	$10,337,291	$0	$10,337,291

Lincoln-Belmont-Ashland
Preliminary Project Budget Summary.

	Private	T.I.F.	Total
Commercial:			
Acquisition -- Tower	$ 0	$3,000,000	$3,000,000
Acquisition -- Annex	0	3,000,000	3,000,000
	$ 0	$3,000,000	$3,000,000
Tower Commercial Hard Costs	$ 0	$3,605,000	$3,605,000
Annex Commercial Hard Costs	4,770,750	667,000	5,437,750
	$4,770,750	$4,272,000	$9,042,750
Tower Commercial Soft Costs	$ 513,020	$ 407,500	$ 920,520
Annex Commercial Soft Costs	1,000,281	37,500	1,037,781
	$1,513,301	$ 445,000	$1,958,301
Total Commercial Costs:	$6,284,051	$10,717,000	$17,001,051
Townhomes:			
Acquisition	$1,100,000	$ 0	$1,100,000
Hard Costs	7,355,000	0	7,355,000
Soft Costs	$1,118,921	$ 0	$1,118,921
Total Townhome Costs:	$9,573,921	$ 0	$9,573,921
Residential Lofts:			
Acquisition	$ 900,000	$ 0	$ 900,000

	Private	T.I.F.	Total
Hard Costs	$ 7,565,455	0	$ 7,565,455
Loft Parking	485,000	0	485,000
	$ 8,050,455	$ 0	$ 8,050,455
Soft Costs	1,386,836	0	1,386,836
Total Residential Loft Costs	$10,337,291	$ 0	$10,337,291
Project Totals:			
Acquisition	$ 2,000,000	$ 6,000,000	$ 8,000,000
Hard Costs	20,176,205	4,272,000	24,448,205
Soft Costs	4,019,058	445,000	4,464,058
TOTAL PROJECT COSTS:	$26,195,263	$10,717,000	$36,912,263

(Sub)Exhibit "I".
(To Redevelopment Agreement)

Lincoln-Belmont-Ashland

Expenses To Date.

Item	Private	Non-T.I.F.	Total
Land and Existing Building	$150,000.00		$150,000.00
Demolition Contract	10,825.00		10,825.00

Item	Private	Non-T.I.F.	Total
Debris Removal			$ 0.00
Hazardous Material Abatement			0.00
Masonry Cleaning/ Tuckpointing			0.00
Structural Concrete			0.00
Elevator			0.00
Lightweight Concrete			0.00
Masonry			0.00
Structural Steel			0.00
Rough Carpentry and Drywall	$6,481.00		6,481.00
Labor			0.00
Tenant Buildout			0.00
Roofing			0.00
Punchlist/Warranty			0.00
Metal Doors and Frames			0.00
Loading Dock Doors			0.00
Windows			0.00
Loading Dock Levelers			0.00
Conveying System			0.00
Plumbing/Sewer			0.00
Sprinkler System			0.00
H.V.A.C.			0.00
Electrical			0.00

Item	Private	Non-T.I.F.	Total
Life Safety			$ 0.00
Miscellaneous			0.00
Contingency			0.00
General Contractor Fee			0.00
Subtotal:	$167,306.00		$167,306.00

Tower Commercial Soft Costs.

Item	Private	Non-T.I.F.	Total
Appraisal			$ 0.00
Architect/Engineer	$19,073.84		19,073.84
Commissions			0.00
Legal		71,205.85	71,205.85
General Conditions		11,242.24	11,242.24
Construction Supervision			0.00
Marketing		1,442.00	1,442.00
Transfer Taxes			0.00
Taxes			0.00
Permits		627.00	627.00
Loan Fees		25,000.00	25,000.00
Zoning/T.I.F.	27,188.59		27,188.59
Insurance			0.00
Closing Costs			0.00

Item	Private	Non-T.I.F.	Total
Interest Reserve			$ 0.00
Development Fees (2%)			0.00
Subtotal:	$ 46,262.43	$109,517.09	$155,779.52
GRAND TOTAL:	$213,568.43	$109,517.09	$323,085.52

The above expenses are the costs of the Project through the period ending November 9, 1994. As a duly authorized officer of Lincoln, Ashland & Belmont, L.L.C., I certify that the above expenses to date are true and accurate to the best of my knowledge.

By: (Signed) Bruce C. Abrams Date: November 10, 1994

By: Lincoln, Ashland & Belmont, L.L.C.

By: Bruce C. Abrams

Its: Principal

(Sub)Exhibit "J".
(To Redevelopment Agreement)

Opinion Of The Developer's Counsel.

[To Be Retyped On The Developer's Counsel's Letterhead]

_____, 1994.

City of Chicago
121 North LaSalle Street
Chicago, Illinois 60602

Attention: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to _____, an Illinois corporation (the "Developer"), in connection with the purchase of certain land and the construction of certain facilities thereon located in the _____ Redevelopment Project Area (the "Project"). In that capacity, we have examined, among other things, the following agreements, instruments and documents of even date herewith, hereinafter referred to as the "Documents":

(a) _____ Redevelopment Agreement (the "Agreement") of even date herewith, executed by the Developer and the City of Chicago (the "City");

[(b) the Escrow Agreement of even date herewith executed by the Developer and the City;]

(c) [insert other documents including but not limited to documents related to purchase and financing of the Property and all lender financing related to the Project]; and

(d) all other agreements, instruments and documents executed in connection with the foregoing.

In addition to the foregoing, we have examined:

(a) the original or certified, conformed or photostatic copies of the Developer's (i) Articles of Incorporation, as amended to date, (ii) qualifications to do business and certificates of good standing in all states in which the Developer is qualified to do business, (iii) By-Laws, as amended to date, and (iv) records of all corporate proceedings relating to the Project; and

(b) such other documents, records and legal matters as we have deemed necessary or relevant for purposes of issuing the opinions hereinafter expressed.

In all such examinations, we have assumed the genuineness of all signatures (other than those of the Developer), the authenticity of documents submitted to us as originals and conformity to the originals of all documents submitted to us as certified, conformed or photostatic copies.

Based on the foregoing, it is our opinion that:

1. The Developer is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, has full power

and authority to own and lease its properties and to carry on its business as presently conducted, and is in good standing and duly qualified to do business as a foreign corporation under the laws of every state in which the conduct of its affairs or the ownership of its assets requires such qualification, except for those states in which its failure to qualify to do business would not have a material adverse effect on it or its business.

2. The Developer has full right, power and authority to execute and deliver the documents to which it is a party and to perform its obligations thereunder. Such execution, delivery and performance will not conflict with, or result in a breach of, the Developer's Articles of Incorporation or By-Laws or result in a breach or other violation of any of the terms, conditions or provisions of any law or regulation, order, writ, injunction or decree of any court, government or regulatory authority, or, to the best of our knowledge after diligent inquiry, any of the terms, conditions or provisions of any agreement, instrument or document to which the Developer is a party or by which the Developer or its properties is bound. To the best of our knowledge after diligent inquiry, such execution, delivery and performance will not constitute grounds for acceleration of the maturity of any agreement, indenture, undertaking or other instrument to which the Developer is a party or by which it or any of its property may be bound, or result in the creation or imposition of (or the obligation to create or impose) any lien, charge or encumbrance on, or security interest in, any of its property pursuant to the provisions of any of the foregoing, other than in favor of [Lender].

3. The execution and delivery of each document and the performance of the transactions contemplated thereby have been duly authorized and approved by all requisite action on the part of the Developer.

4. Each of the documents to which the Developer is a party has been duly executed and delivered by a duly authorized officer of the Developer, and each such document constitutes the legal, valid and binding obligation of the Developer, enforceable in accordance with its terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditors' rights generally.

5. (Sub)Exhibit A attached hereto (a) identifies each class of capital stock of the Developer, (b) sets forth the number of issued and authorized shares of each such class, and (c) identifies the record owners of shares of each class of capital stock of the Developer and the number of shares held of record by each such holder. To the best of our knowledge after diligent inquiry, except as set forth on (Sub)Exhibit A, there are no warrants, options, rights or commitments of purchase, conversion, call or exchange or other rights or restrictions with respect to any of the capital stock of the Developer. Each outstanding share of the capital stock of the Developer is duly authorized, validly issued, fully paid and nonassessable.

6. To the best of our knowledge after diligent inquiry, no judgments are

outstanding against the Developer, nor is there now pending or threatened, any litigation, contested claim or governmental proceeding by or against the Developer or affecting the Developer or its property, or seeking to restrain or enjoin the performance by the Developer of the Agreement or the transactions contemplated by the Agreement, or contesting the validity thereof. To the best of our knowledge after diligent inquiry, the Developer is not in default with respect to any order, writ, injunction or decree of any court, government or regulatory authority or in default in any respect under any law, order, regulation or demand of any governmental agency or instrumentality, a default under which would have a material adverse effect on the Developer or its business.

7. To the best of our knowledge after diligent inquiry, there is no default by the Developer or any other party under any material contract, lease, agreement, instrument or commitment to which the Developer is a party or by which the company or its properties is bound.

8. To the best of our knowledge after diligent inquiry, all of the assets of Developer are free and clear of mortgages, liens, pledges, security interests and encumbrances except for those specifically set forth in the documents.

9. The execution, delivery and performance of the documents by the Developer have not and will not require the consent of any person or the giving of notice to, any exemption by, any registration, declaration or filing with or any taking of any other actions in respect of, any person, including without limitation any court, government or regulatory authority.

10. To the best of our knowledge after diligent inquiry, the Developer owns or possesses or is licensed or otherwise has the right to use all licenses, permits and other governmental approvals and authorizations, operating authorities, certificates of public convenience, goods carriers permits, authorizations and other rights that are necessary for the operation of its business.

11. A federal or state court sitting in the State of Illinois and applying the choice of law provisions of the State of Illinois would enforce the choice of law contained in the documents and apply the law of the State of Illinois to the transactions evidenced thereby.

We are attorneys admitted to practice in the State of Illinois and we express no opinion as to any laws other than federal laws of the United States of America and the laws of the State of Illinois.

This opinion is issued at the Developer's request for the benefit of the City, its counsel and [purchasers of the City's General Obligation Tender Bonds, Series B of 1992 issued pursuant to an ordinance adopted by the City Council

of the City of Chicago on July 7, 1992 (the proceeds of which are to be used, in part, to finance the Project),] and may not be disclosed to or relied upon by any other person.

Very truly yours,

_____

By: _____

Name: _____

[(Sub)Exhibit "A" referred to in this Opinion of Counsel unavailable at time of printing.]

(Sub)Exhibit "K".
(To Redevelopment Agreement)

Preliminary T.I.F. Projection -- Minimum Assessed Value.

Townhome Estimated Real Estate Tax.

Assumptions.

Assessed Value Factor:	0.16
State Equalization Factor:	2.05
City of Chicago Real Estate Tax per $100 of Value:	$9.50

	Address	Unit Type	Minimum Assessed Value (1)	Minimum Estimated Real Estate Tax (1)
1.	1521 West Henderson Street, No. A	D1	$17,907	$3,487
2.	1521 West Henderson Street, No. B	D2	24,069	4,687
3.	1521 West Henderson Street, No. C	D2	24,069	4,687
4.	1523 West Henderson Street, No. A	A	37,163	7,237
5.	1523 West Henderson Street, No. B	C	30,744	5,987
6.	1525 West Henderson Street, No. A	C	30,744	5,987
7.	1525 West Henderson Street, No. B	C	30,744	5,987
8.	1527 West Henderson Street, No. A	C	30,744	5,987
9.	1527 West Henderson Street, No. B	A	37,163	7,237
10.	1529 West Henderson Street, No. A	A	37,163	7,237
11.	1529 West Henderson Street, No. B	C	30,744	5,987
12.	1531 West Henderson Street, No. A	C	30,744	5,987
13.	1531 West Henderson Street, No. B	C	30,744	5,987
14.	1533 West Henderson Street, No. A	A	37,163	7,237

	Address	Unit Type	Minimum Assessed Value (1)	Minimum Estimated Real Estate Tax (1)
15.	1533 West Henderson Street, No. B	B	$41,014	$7,987
16.	1535 West Henderson Street, No. A	B	41,014	7,987
17.	1535 West Henderson Street, No. B	A	37,163	7,237
18.	1537 West Henderson Street, No. A	C	30,744	5,987
19.	1537 West Henderson Street, No. B	C	30,744	5,987
20.	1539 West Henderson Street, No. A	C	30,744	5,987
21.	1539 West Henderson Street, No. B	C	30,744	5,987
22.	1541 West Henderson Street, No. A	D1	17,907	3,487
23.	1541 West Henderson Street, No. B	D2	24,069	4,687
24.	1541 West Henderson Street, No. C	D2	24,069	4,687
25.	1522 West School Street, No. A	D1	17,907	3,487
26.	1522 West School Street, No. B	D2	24,069	4,687
27.	1522 West School Street, No. C	D2	24,069	4,687

	Address	Unit Type	Minimum Assessed Value (1)	Minimum Estimated Real Estate Tax (1)
28.	1524 West School Street, No. A	C	$30,744	$5,987
29.	1524 West School Street, No. B	C	30,744	5,987
30.	1526 West School Street, No. A	C	30,744	5,987
31.	1526 West School Street, No. B	C	30,744	5,987
32.	1528 West School Street, No. A	C	30,744	5,987
33.	1528 West School Street, No. B	B	41,014	7,987
34.	1530 West School Street, No. A	B	41,014	7,987
35.	1530 West School Street, No. B	A	37,163	7,237
36.	1532 West School Street, No. A	C	30,744	5,987
37.	1532 West School Street, No. B	C	30,744	5,987
38.	1534 West School Street, No. A	C	30,744	5,987
39.	1534 West School Street, No. B	A	37,163	7,237
40.	1536 West School Street, No. A	A	37,163	7,237
41.	1536 West School Street, No. B	C	30,744	5,987

	Address	Unit Type	Minimum Assessed Value (1)	Minimum Estimated Real Estate Tax (1)
42.	1538 West School Street, No. A	C	$30,744	$5,987
43.	1538 West School Street, No. B	C	30,744	5,987
44.	1540 West School Street, No. A	A	37,163	7,237
45.	1542 West School Street, No. A	D1	17,907	3,487
46.	1542 West School Street, No. B	D2	24,069	4,687
47.	1542 West School Street, No. C	D2	24,069	4,687
	TOTAL:			$280,259
	AVERAGE:			$5,963

Loft Condo Estimated Real Estate Tax.

Assumptions.

Assessed Value Factor:	0.16
State Equalization Factor:	2.05
City of Chicago Real Estate Tax per $100 of Value:	$9.50

(1) Minimum Assessed Value figures will increase by 2% compounded annually and become effective on each triannual reassessment year. The next reassessment year is 1997.

	Unit Number	Minimum Assessed Value (1)	Minimum Estimated Real Estate Tax (1)
1.	201	$14,762	$2,875
2.	202	20,796	4,050
3.	203	25,032	4,875
4.	208	20,411	3,975
5.	209	14,120	2,750
6.	210	12,837	2,500
7.	211	17,201	3,350
8.	212	17,715	3,450
9.	213	15,019	2,925
10.	214	14,891	2,900
11.	301	15,276	2,975
12.	302	21,694	4,225
13.	303	26,187	5,100
14.	304	19,512	3,800
15.	305	21,437	4,175
16.	306	21,181	4,125
17.	307	16,046	3,125

(1) Minimum Assessed Value figures will increase by 2% compounded annually and become effective on each triannual reassessment year. The next reassessment year is 1997.

	Unit Number	Minimum Assessed Value (1)	Minimum Estimated Real Estate Tax (1)
18.	308	$22,464	$4,375
19.	309	14,762	2,875
20.	310	13,479	2,625
21.	311	17,843	3,475
22.	312	18,613	3,625
23.	313	15,918	3,100
24.	314	15,789	3,075
25.	401	15,533	3,025
26.	402	22,079	4,300
27.	403	26,829	5,225
28.	404	20,025	3,900
29.	405	21,951	4,275
30.	406	21,694	4,225
31.	407	16,303	3,175
32.	408	22,978	4,475
33.	409	15,019	2,925
34.	410	13,735	2,675

(1) Minimum Assessed Value figures will increase by 2% compounded annually and become effective on each triannual reassessment year. The next reassessment year is 1997.

	Unit Number	Minimum Assessed Value (1)	Minimum Estimated Real Estate Tax (1)
35.	411	$18,228	$3,550
36.	412	18,998	3,700
37.	413	16,174	3,150
38.	414	16,046	3,125
39.	501	15,789	3,075
40.	502	22,464	4,375
41.	503	27,471	5,350
42.	504	20,539	4,000
43.	505	22,464	4,375
44.	506	22,208	4,325
45.	507	16,559	3,225
46.	508	23,491	4,575
47.	509	15,276	2,975
48.	510	13,992	2,725
49.	511	18,613	3,625
50.	512	19,384	3,775
51.	513	16,431	3,200

(1) Minimum Assessed Value figures will increase by 2% compounded annually and become effective on each triannual reassessment year. The next reassessment year is 1997.

	Unit Number	Minimum Assessed Value (1)	Minimum Estimated Real Estate Tax (1)
52.	514	$16,303	$3,175
53.	601	16,046	3,125
54.	602	22,850	4,450
55.	603	28,113	5,475
56.	604	21,052	4,100
57.	605	22,978	4,475
58.	606	22,721	4,425
59.	607	16,816	3,275
60.	608	24,005	4,675
61.	609	15,533	3,025
62.	610	14,249	2,775
63.	611	18,998	3,700
64.	612	19,769	3,850
65.	613	16,688	3,250
66.	614	16,559	3,225
67.	701	16,431	3,200
68.	702	24,133	4,700

(1) Minimum Assessed Value figures will increase by 2% compounded annually and become effective on each triannual reassessment year. The next reassessment year is 1997.

	Unit Number	Minimum Assessed Value (1)	Minimum Estimated Real Estate Tax (1)
69.	703	$29,396	$ 5,725
70.	704	22,336	4,350
71.	705	24,262	4,725
72.	706	24,005	4,675
73.	707	17,330	3,375
74.	708	25,288	4,925
75.	709	16,046	3,125
76.	710	14,762	2,875
77.	711	19,897	3,875
78.	712	20,539	4,000
79.	713	17,073	3,325
80.	714	16,945	3,300
TOTAL:			$298,821
AVERAGE:			$3,735

(1) Minimum Assessed Value figures will increase by 2% compounded annually and become effective on each triannual reassessment year. The next reassessment year is 1997.

Commercial Retail Estimated Real Estate Tax.

Assumptions

Assessed Value Factor:	0.38
Assessed Value Factor:	0.16
State Equalization Factor:	2.05
City of Chicago Real Estate Tax per $100 of Value:	$9.50

Address	Square Feet	Minimum Assessed Value (1)	Minimum Estimated Real Estate Tax (1)
Service Merchandise			
First Floor	36,483	$ 936,662	$182,415
Second Floor	26,061	401,453	78,183
	62,544	$1,338,116	$260,598
Whole Foods			
First Floor	28,000	$ 718,870	$140,000
Second Floor	3,500	53,915	10,000
	31,500	$ 772,786	$150,500
Parking Garage	60,140	308,087	60,000
TOTAL:	154,184	$2,418,988	$471,098

(1) Minimum Assessed Value figures will increase by 2% compounded annually and become effective on each triannual reassessment year. The next reassessment year is 1997.

(Sub) Exhibit "L".
(To Redevelopment Agreement)

Conditional Provisions.

9.19 Real Estate Provisions.

(a) Governmental Charges. The Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon the Developer, the Property or the Project, or become due and payable, and which create, may create, or appear to create a lien upon the Developer or all or any portion of the Property or the Project. "Governmental Charge" shall mean all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances relating to the Developer, the Property or the Project including but not limited to real estate taxes. The Developer shall have the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. The Developer's right to challenge real estate taxes applicable to the Property is limited as provided for in Section 9.19(b) below; provided, that such real estate taxes must be paid in full when due and may be disputed only after such payment is made. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending the Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless the Developer has given prior written notice to D.P.D. of the Developer's intent to contest or object to a Governmental Charge and, unless, at D.P.D.'s sole option, (i) the Developer shall demonstrate to D.P.D.'s satisfaction that legal proceedings instituted by the Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent a lien against or the sale or forfeiture of all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings and/or (ii) the Developer shall furnish a good and sufficient bond or other security satisfactory to D.P.D. in such form and amounts as D.P.D. shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest. If the Developer fails to pay any Governmental Charge or to obtain discharge of the same, the Developer shall advise D.P.D. thereof in writing, at which time D.P.D. may, but shall

not be obligated to, and without waiving or releasing any obligation or liability of the Developer under this Agreement, in D.P.D.'s sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which D.P.D. deems advisable. All sums so paid by D.P.D., if any, and any expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to D.P.D. by the Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge. Additionally, if the Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require the Developer to submit to the City audited Financial Statements at the Developer's own expense.

(b) Real Estate Taxes.

(i) Acknowledgement of Real Estate Taxes. To the best of the Developer's knowledge, the Developer agrees that (A) for the purpose of this Agreement, the total projected minimum assessed value of the Property which is necessary to support the debt service on the Series 1994A T.I.F. Bonds and Refunding T.I.F. Bonds ("Minimum Assessed Value") is shown on (Sub)Exhibit K attached hereto and incorporated herein by reference for the years noted on (Sub)Exhibit K; (B) Part II of (Sub)Exhibit K sets forth the specific improvements which will generate the fair market values, assessments, equalized assessed values and taxes shown thereon; and (C) the real estate taxes anticipated to be generated and derived from the respective portions of the Property and the Project for the years shown are fairly and accurately estimated in (Sub)Exhibit K.

(ii) Real Estate Tax Exemption. With respect to the Property or the Project, neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer shall, during the Term of this Agreement, seek, or authorize any exemption (as such term is used and defined in the Illinois Constitution, Article IX, Section 6 (1970) for any year that the Redevelopment Plan is in effect, other than homeowner, homestead and other standard exemptions for residential properties.

(iii) No Reduction in Real Estate Taxes. Neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer shall, during the Term of this Agreement, directly or indirectly, initiate, seek or apply for proceedings in order to lower the assessed value of all or any portion of the Property or the Project below the amount of the Minimum Assessed Value as shown in (Sub)Exhibit K.

(iv) No Objections. Neither the Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the Developer, shall object to or in any way seek to interfere with, on procedural or any other grounds, the filing of any Underassessment Complaint or subsequent proceedings related thereto with the Cook County Assessor or with the Cook County Board of Appeals, by either the City or by any taxpayer. The term "Underassessment Complaint" as used in this Agreement shall mean a complaint seeking to increase the assessed value of the Project to an amount not greater than the Minimum Assessed Value.

(v) Covenants Running with the Land. The parties agree that the restrictions contained in this Section 9.19 are covenants running with the land and this Agreement shall be recorded by the Developer as a memorandum thereof, at the Developer's expense, with the Cook County Recorder of Deeds on the Closing Date. These restrictions shall be binding upon the Developer and its agents, representatives, lessees, successors, assigns and transferees from and after the date hereof, provided however, that the covenants shall be released when the Redevelopment Area is no longer in effect. The Developer agrees that any sale, conveyance, or transfer of title to all or any portion of the Property or Redevelopment Area from and after the date hereof shall be made subject to such covenants and restrictions.

(c) Insurance. In addition to the insurance required pursuant to Section 14 hereof, the Developer shall at all times provide or cause to be maintained in force the following insurance:

(i) All Risk Property Insurance.

(A) The Developer shall obtain All Risk Property Insurance in the amount of the full replacement value of the Developer's property located in the Redevelopment Area, including but not limited to the Property.

(B) Post-construction, and for as long as the Developer owns the Property, the Developer shall obtain an All Risk Property policy, including improvements and betterments in the amount of full replacement value of the Developer's property located in the Redevelopment Area, including but not limited to the Property. Coverage extensions shall include business interruption/loss of rents, flood and boiler and machinery, if applicable.

AUTHORIZATION FOR EXECUTION OF AGREEMENTS TO SUBORDINATE CITY LOANS AND SECURE PERMANENT FINANCING FROM ILLINOIS HOUSING DEVELOPMENT AUTHORITY FOR PAYMENT OF COMMUNITY DEVELOPMENT BLOCK GRANT FLOAT LOAN.

The Committee on Finance submitted the following report:

CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an ordinance concerning the authority to subordinate existing City loans to secure permanent financing from the Illinois Housing Development Authority which will be used to pay off an existing 5.048 Million Dollar Community Development Block Grant Float Loan, in the amount of $2,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

Alderman Burke was excused from voting under the provision of Rule 14 of the City Council's Rules of Order and Procedure.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Article VII, Section 6(a) of the Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City Council of the City (the "City Council") enacted two ordinances on September 13, 1989, published in the Journal of the Proceedings of the City Council of such date at pages 4201 -- 4203 and 4203 -- 4205, respectively, pursuant to which the City, through its Department of Economic Development ("D.E.D."), was authorized to negotiate two loans to be made by the City from the proceeds of a grant made to the City by the Illinois Development Finance Authority to, respectively, (i) the Chinese American Development Corporation, an Illinois corporation ("C.A.D.C."), in the amount of $1,000,000 (the "C.A.D.C. I.D.A.G. Loan") for the partial financing of C.A.D.C.'s acquisition of certain land in the Project Area (as defined below) (the "C.A.D.C. Property") upon which certain commercial and residential facilities were and are to be constructed (the "C.A.D.C. Project"), and (ii) the Chinese American Development Foundation, an Illinois not-for-profit corporation ("C.A.D.F."), in the amount of $1,000,000 (the "C.A.D.F. I.D.A.G. Loan"), (referred to herein collectively with the C.A.D.C. I.D.A.G. Loan as the "I.D.A.G. Loans"), for the partial financing of C.A.D.F.'s acquisition of certain land in the Project Area (the "C.A.D.F. Property") upon which a community center and residential rental units for elderly persons subsequently will be constructed (the "C.A.D.F. Project"); and

WHEREAS, The C.A.D.C. Project and the C.A.D.F. Project are a part of the initial phase ("Phase 1A.1") of development of property in the Chinatown area of Chicago (the "Project Area") consisting of the construction of fifty-six (56) retail and office units together with an oriental-theme open-air mall and plaza area; and with subsequent phases to include the construction of the buildings that are a part of the C.A.D.F. Project, approximately two hundred eighty (280) townhouses and condominiums, a 100,000 square foot Asian trade center and a two hundred (200) room hotel, together with surface parking, roads, utilities and landscaping (such phases being collectively referred to herein as the "Project"); and

WHEREAS, The City Council enacted an ordinance on December 23, 1985, published in the Journal of the Proceedings of the City Council of such date at pages 25403 -- 25405, pursuant to which the City, through D.E.D., was authorized to negotiate a loan in an amount not to exceed $7,700,000

(the "C.D. Float Loan") to be made from its allocation of Community Development Block Grant funds to C.A.D.C. for the Project; and

WHEREAS, The City Council enacted an ordinance on May 30, 1986, published in the Journal of the Proceedings of the City Council of such date at pages 30132 -- 30184, pursuant to which the City authorized the execution by D.E.D. on behalf of the City of that certain Redevelopment/Loan Agreement -- Chinatown Basin Project among the City, C.A.D.C. and C.A.D.F. and such other documents as were necessary to effectuate the Project and evidence the I.D.A.G. Loans and the C.D. Float Loan; and

WHEREAS, The City Council enacted ordinances on April 25, 1990 and February 6, 1991, respectively, published in the Journal of the Proceedings of the City Council of such dates at pages 14524 -- 14594 and 29306 -- 29387, respectively, pursuant to which the City authorized the execution by D.E.D. on behalf of the City of an Amended and Restated Redevelopment/Loan Agreement (the "Redevelopment Agreement") and such other documents as were necessary to effectuate Project and evidence the I.D.A.G. Loans and the C.D. Float Loan; and

WHEREAS, Pursuant to the above-mentioned ordinances, the City, C.A.D.C. and C.A.D.F. entered into the Redevelopment Agreement and other documents related thereto, including the following mortgages securing the I.D.A.G. Loans: (i) a mortgage of the C.A.D.C. Property made by C.A.D.C. in favor of the City as of February 26, 1991 (the "C.A.D.C. I.D.A.G. Mortgage"); and (ii) a mortgage of the C.A.D.F. Property made by C.A.D.F. in favor of the City as of February 26, 1991 (the "C.A.D.F. I.D.A.G. Mortgage", referred to herein collectively with the C.A.D.C. I.D.A.G. Mortgages the "I.D.A.G. Mortgages"); and

WHEREAS, The C.D. Float Loan was evidenced by a $5,048,000 note made by C.A.D.C. in favor of the City (the "5.048 Million Dollar C.D. Float Note") and $2,250,000 note made by C.A.D.C. in favor of the City (the "2.25 Million Dollar C.D. Float Note"); and

WHEREAS, The City Council enacted an ordinance on December 11, 1991, published in the Journal of the Proceedings of the City Council of such date at pages 10936 -- 10978, pursuant to which the rights, powers, duties, obligations and responsibilities of D.E.D. were assumed by the City's Department of Planning and Development ("D.P.D."); and

WHEREAS, The 2.25 Million Dollar C.D. Float Note was paid in full at maturity on August 13, 1992; and

WHEREAS, C.A.D.C. and C.A.D.F. have (i) completed Phase 1A.1, (ii) substantially completed construction of the next phase of the Project which consists of the construction of thirteen (13) townhouses and eight (8) condominium units in the Project Area, and (iii) are preparing to proceed with subsequent phases of the Project; and

WHEREAS, C.A.D.C. and C.A.D.F. expect to receive proceeds of a financing (the "I.H.D.A. Bridge Loan") from the Illinois Housing Development Authority ("I.H.D.A."), which proceeds will be in an amount not to exceed the total outstanding amount of the 5.048 Million Dollar C.D. Float Note plus all unpaid and accrued interest thereon, at a rate of interest not to exceed two (2) percentage points over the prime rate of interest charged by The First National Bank of Chicago from time to time, which proceeds will be used by C.A.D.C. to refinance the 5.048 Million Dollar C.D. Float Note plus all unpaid and accrued interest thereon; and

WHEREAS, The I.H.D.A. Bridge Loan will, in the future, be refinanced by I.H.D.A. or another lender acceptable to D.P.D. in an amount not to exceed the total amount of outstanding principal plus all unpaid and accrued interest due on the I.H.D.A. Bridge Loan, at a rate of interest not to exceed six (6) percent per annum and for a term not in excess of thirty (30) years (the " Permanent Loan"); and

WHEREAS, The I.H.D.A. Bridge Loan and the Permanent Loan will be secured by mortgages on the C.A.D.C. Property and the C.A.D.F. Property; and

WHEREAS, The making of the I.H.D.A. Bridge Loan by I.H.D.A. is contingent upon the City's agreement to subordinate the liens of the I.D.A.G. Mortgages to that of the mortgage securing the I.H.D.A. Bridge Loan and, subsequently, to that of the mortgage securing the Permanent Loan (the "Subordinations"); and

WHEREAS, C.A.D.C. and C.A.D.F. have requested that the City execute subordination agreements in connection therewith; and

WHEREAS, D.P.D. has preliminarily reviewed and approved the above-described request of C.A.D.C. and C.A.D.F.; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above recitals are incorporated herein and made a part hereof.

SECTION 2. The Commissioner of D.P.D. (the "Commissioner") or a designee of the Commissioner is hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute all agreements and instruments in connection with the Subordinations and to take any and all action necessary or advisable to implement the Subordinations and the payoff of the 5.048 Million Dollar C.D. Float Note, and to perform any and all acts as shall be necessary or advisable in connection therewith. The Commissioner is hereby authorized, subject to approval by the Corporation Counsel, to negotiate any and all terms and provisions in connection with the foregoing in substantial conformity with the terms described herein.

SECTION 3. This ordinance shall be effective as of the date its passage.

AUTHORIZATION FOR ISSUANCE OF INDUSTRIAL DEVELOPMENT BONDS FOR HEINEMANN'S, INC. FOR PROJECT AT 3925 WEST 43RD STREET.

The Committee on Finance submitted the following report:

CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an inducement ordinance which would evidence the intent of the City to issue Industrial Development Bonds for Heinemann's, Inc. located at 3925 West 43rd Street, in the amount of $10,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

Alderman Burke was excused from voting under the provisions of Rule 14 of the City Council's Rules of Order and Procedures.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a duly constituted and existing municipality within the meaning of Section 1, Article VII of the 1970 Constitution of the State of Illinois and as such may legislate matters which pertain to its local governmental affairs; and

WHEREAS, As a home unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, the City is authorized and empowered to issue industrial development bonds for the purpose of financing costs associated with industrial development projects, and such financing constitutes a public purpose pursuant to Section 1(a), Article VIII of the 1970 Constitution of the State of Illinois; and

WHEREAS, The City's Department of Planning and Development ("D.P.D.") has as one of its primary purposes the creation of additional employment opportunities in the City through the attraction and expansion of economic development activity in the City; and

WHEREAS, Heinemann's, Inc., an Illinois corporation ("Heinemann's"), has proposed a certain industrial development project consisting of the acquisition of equipment for and the construction of improvements on a facility of Heinemann's which is located at 3925 West 43rd Street, Chicago, Illinois, and used for its bakery operations (the "Project"); and

WHEREAS, Heinemann's has requested that the City issue industrial development bonds in an amount not to exceed $10,000,000 (the "Bonds") for the purpose of financing all or a portion of the Project costs; and

WHEREAS, It is intended that this ordinance shall constitute "some other similar official action" toward the issuance of the Bonds within the meaning of Treasury Regulations Section 1.150-2; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above recitals are incorporated herein and made a part hereof.

SECTION 2. The City intends to issue the Bonds and lend the proceeds thereof to Heinemann's for the purpose of financing the Project. The total

amount of Bonds which the City intends to issue for the Project will not exceed $10,000,000.

SECTION 3. Certain costs will be incurred by Heinemann's in connection with the Project prior to the issuance of the Bonds. The City reasonably expects to reimburse such costs with proceeds of the Bonds. The amount of such expenditures which the City reasonably expects to reimburse from proceeds of the Bonds will not exceed $1,000,000.

SECTION 4. The costs to be reimbursed will be paid from funds of Heinemann's which have been allocated to other purposes.

SECTION 5. This ordinance is consistent with the budgetary and financial circumstances of the City. No funds from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long-term basis or otherwise set aside by the City for the Project.

SECTION 6. This ordinance constitutes a declaration of official intent under Treasury Regulations Section 1.150-2.

SECTION 7. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 8. This ordinance shall be effective as of the date of its passage.

AUTHORIZATION FOR ISSUANCE OF FREE PERMITS, LICENSE FEE EXEMPTIONS, REFUND OF FEES AND WAIVER OF FEES FOR CERTAIN CHARITABLE, EDUCATIONAL AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred May 18, September 14, October 5 and November 16, 1994, sundry proposed ordinances and orders transmitted therewith to authorize the issuance of free permits, license fee exemptions, refund of fees and waiver of fees for certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and orders transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed ordinances and orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

Said ordinances and orders, as passed, read as follows (the italic heading in each case not being a part of the ordinance or order):

FREE PERMITS.

Centers For New Horizons, Inc.
(5140 South Federal Street)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Water remove the inactive water service taps and water cutoffs and cap and seal the new water service and the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Centers for New Horizons, Inc. for improvement of existing structure on the said premises known as 5140 South Federal Street.

Said building shall be used for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Centers For New Horizons, Inc.
(3500 South State Street)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Water remove the inactive water service taps and water cutoffs and cap and seal the new water service and the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Centers for New Horizons, Inc. for improvement of existing structure on the said premises known as 3500 South State Street.

Said building shall be used for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Centers For New Horizons, Inc.
(3848 -- 3950 South State Street)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Water remove the inactive water service taps and water cutoffs, cap and seal the new water service and the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Centers for New Horizons, Inc. for improvement of existing structure on the said premises known as 3848 -- 3950 South State Street.

Said building shall be used for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Centers For New Horizons, Inc.
(226 East 43rd Street)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Water remove the inactive water service taps and water cutoffs, cap and seal the new water service and the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Centers for New Horizons, Inc. for improvement of existing structure on the said premises known as 226 East 43rd Street.

Said building shall be used for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Damascus Baptist Church.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Water remove the inactive water service taps and water cutoffs, cap and seal the new water service and the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Damascus Baptist Church for a new building on the premises known as 10014 South Michigan Avenue.

Said building shall be used for not-for-profit and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Department Of Sewers, South District Vehicles Office.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Commissioner of Public Works, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Department of Sewers, South District Vehicles office on the premises known as 9400 South Genoa Avenue.

Said building shall be used exclusively for _____ and related purposes and shall not be leased or otherwise used with a view to profit, and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

NIA Comprehensive Center For Developmental Disabilities, Inc.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Sewers, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to NIA Comprehensive Center for Developmental Disabilities, Inc. for building rehabilitation on the premises known as 1802 -- 1808 South State Street.

Said building shall be used exclusively for NIA Comprehensive Center for Developmental Disabilities, Inc. and shall not be leased or otherwise used with a view to profit and the work thereon shall be done in accordance with plans submitted.

SECTION 2. This ordinance shall take effect and be in force upon its passage.

Paul G. Stewart Apartments Associates Phase V Limited Partnership.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Buildings, the Commissioner of Transportation, the Commissioner of Streets and Sanitation, the Commissioner of Water and the Commissioner of Fire are hereby directed to issue all necessary permits, including building permits, sewer, water tap and cut-off fees, free of charge, notwithstanding other ordinances of the City of Chicago to the contrary, to Paul G. Stewart Apartments Associates Phase V Limited Partnership of 400 East 41st Street, Chicago, Illinois, for construction on the premises known as Paul G. Stewart Apartments Phase V located at 410 East Bowen Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

LICENSE FEE EXEMPTIONS.

Day Care Center.

Faith Lutheran Church Preschool.
(1994)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 4-64-040 of the Municipal Code of Chicago, the following day care center which is not operated for gain but where a charge is made for the care of children, is hereby exempt from payment of the annual license fee for the period beginning November 16, 1993 and ending November 15, 1994:

Faith Lutheran Church Preschool
6201 West Peterson Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Faith Lutheran Church Preschool.
(1995)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 4-64-040 of the Municipal Code of Chicago, the following day care center which is not operated for gain but where a charge is made for the care of children, is hereby exempt from payment of the annual license fee for the period beginning November 16, 1994 and ending November 15, 1995:

Faith Lutheran Church Preschool
6201 West Peterson Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

REFUND OF FEES.

Bethesda Evangelical Lutheran Church And School.

Ordered, That the City Comptroller is hereby authorized and directed to refund the amount of $1,117.00 to the Bethesda Evangelical Lutheran Church and School, 6803 North Campbell Avenue, representing payment of permit fees, as follows:

Invoice No. 1016 under date of October 24, 1993, for fire prevention examiner plan review for City of Chicago Building Permit		$ 75.00
Invoice No. 75575/Department of Water		
Permit No. 1095	$339.22	
Permit No. 0196	180.78	
[sale of material]	$520.00	$520.00
Permit No. B-775319		$488.00
Permit No. 2413601/Department of Transportation		$ 34.00

WAIVER OF FEES.

Bethesda Temple.

Ordered, That the Committee on Finance give consideration to waive the demolition fees in the amount of $551.84 for said property located at 1638 South Blue Island Avenue. Said property belonging to Bethesda Temple, Permit Number 787860, Permanent Index Number 17-209-304-031.

AUTHORIZATION FOR CANCELLATION OF WARRANTS FOR COLLECTION ISSUED AGAINST CERTAIN CHARITABLE, EDUCATIONAL AND RELIGIOUS INSTITUTIONS.

The Committee on Finance submitted the following report:

CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Your Committee on Finance, to which had been referred sundry proposed orders for cancellation of specified warrants for collection issued against certain charitable, educational and religious institutions, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed substitute order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the City Comptroller is hereby authorized and directed to cancel specified warrants for collection issued against certain charitable, educational and religious institution, as follows:

Name And Address	Warrant Number And Type Of Inspection	Amount
Campus Crusade For Christ, Inc. 342 West 111th Street	B3-401561 (Pub. Place of Assemb.)	$ 46.00
Northwest Home for the Aged 6300 North California Avenue	A1-404872 (Elev.)	180.00
Northwestern Memorial Hospital (various locations)	B2-402984 (Canopy/Rev. Door)	25.00
	B2-403216 (Canopy/Rev. Door)	25.00
Northwestern Memorial Hospital (Streeterville Corporation) 215 East Chicago Avenue	B2-402884 (Canopy/Rev. Door)	135.00
Ravenswood Hospital 4550 North Winchester Avenue	P1-404007 (Fuel Burn. Equip.)	39.00
	P1-404374 (Fuel Burn. Equip.)	39.00
Saint Philip Lutheran Church 2434 West Bryn Mawr Avenue	B2-402787 (Canopy/Rev. Door)	25.00
Society of the Helpers of the Holy Souls 303 West Barry Avenue	F4-410907 (Mech. Vent.)	40.00

AUTHORIZATION FOR PAYMENT OF HOSPITAL, MEDICAL AND NURSING SERVICES RENDERED CERTAIN INJURED MEMBERS OF POLICE AND FIRE DEPARTMENTS.

The Committee on Finance submitted the following report:

CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of hospital and medical expenses of police officers and fire fighters injured in the line of duty, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to issue vouchers, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or the Fire Department herein named. The payment of any of these bills shall not be construed as an approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of said claims is set opposite the names of the injured members of the Police Department and/or the Fire Department, and vouchers are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Regular orders referred to in this order printed on pages 62562 through 62570 of this Journal.]

; and

Be It Further Ordered, That the City Comptroller is authorized and directed to issue warrants, in conformity with the schedule herein set forth, to physicians, hospitals, nurses or other individuals, in settlement for hospital, medical and nursing services rendered to the injured members of the Police Department and/or Fire Department herein named, provided such members of the Police Department and/or Fire Department shall enter into an agreement in writing with the City of Chicago to the effect that, should it appear that any of said members of the Police Department and/or Fire Department have received any sum of money from the party whose negligence caused such injury, or have instituted proceedings against such party for the recovery of damages on account of such injury or medical expenses, then in that event the City shall be reimbursed by such member of the Police Department and/or Fire Department out of any sum that such member of the Police Department and/or Fire Department has received or may hereafter receive from such third party on account of such injury or medical expenses, not to exceed the expense in accordance with Opinion No. 1422 of the Corporation Counsel of said City, dated March 19, 1926. The payment of any of these bills shall not be construed as approval of any previous claims pending or future claims for expenses or benefits on account of any alleged injury to the individuals named. The total amount of such claims, as allowed, is set opposite the names of the injured members of the Police Department and/or Fire Department and warrants are to be drawn in favor of the proper claimants and charged to Account No. 100.9112.937:

[Third party orders referred to in this order printed on pages 62571 through 62572 of this Journal.]

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/30/94

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ABELS	KENNETH	POLICE OFFICER	EIGHTH DISTRICT	8/17/93	1446.00
ACCARDO	ROSEMARY	POLICE OFFICER	SIXTEENTH DISTRICT	11/27/91	2581.50
AGUIRRE	JOSEPH R	POLICE OFFICER	NINTH DISTRICT	5/05/94	855.10
ALBERTS	CHRIS R	POLICE OFFICER	DETECTIVE DIV AREA 5 PROPERTY	10/01/86	290.00
ALEXANDER	BEVERLY	POLICE OFFICER	FIFTEENTH DISTRICT	5/23/94	544.44
ALFRED	GLENN	POLICE OFFICER	TRAFFIC SAFETY AND TRAINING UN	9/07/93	100.00
ALLEN	KEVIN C	POLICE OFFICER	ELEVENTH DISTRICT	5/15/94	60.30
ALMANZA	THERESA A	POLICE OFFICER	NINTH DISTRICT	5/22/94	961.15
ANDERSON	JERRY J	POLICE OFFICER	SEVENTH DISTRICT	5/19/94	12647.23
ANDERSON	STEPHEN	POLICE OFFICER	FOURTH DISTRICT	6/03/90	304.00
ANDRUZZI	JOSEPH	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/17/94	1395.50
ANTHONY	FREDERICK	POLICE OFFICER	SEVENTH DISTRICT	4/19/94	13.00
ARMSTEAD	TRAVIS B	POLICE OFFICER	SEVENTH DISTRICT	5/16/94	548.47
ARMSTRONG	DERRICK	POLICE OFFICER	SECOND DISTRICT	5/12/94	90.00
ARNOLD	PEGGY J	POLICE OFFICER	FOURTH DISTRICT	5/22/94	515.00
BAGNOLA	JAMES	POLICE OFFICER	TWENTY-FIRST DISTRICT	11/24/93	1107.00
BAILEY	PAUL V	POLICE OFFICER	SEVENTH DISTRICT	4/04/94	463.00
BAIO	FRANK S	POLICE OFFICER	FIRST DISTRICT	5/12/94	4595.11
BAKER	JAMES	POLICE OFFICER	FOURTH DISTRICT	5/03/94	299.76
BALESTRI	FRANK	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/29/94	2131.00
BALL	KIRBY	POLICE OFFICER	FIFTEENTH DISTRICT	2/05/94	98.40
BALL	KIRBY	POLICE OFFICER	FIFTEENTH DISTRICT	5/01/94	247.68
BALTAZAR	DAVID	POLICE OFFICER	FIFTEENTH DISTRICT	6/01/93	23.00
BANIEWICZ	ROBERT A	POLICE OFFICER	TENTH DISTRICT	4/27/94	70.00
BARRERA	JOSEPH	POLICE OFFICER	FOURTEENTH DISTRICT	5/06/94	766.90
BATOR	CARL	POLICE OFFICER	NARCOTICS SECTION	12/28/93	1459.00
BECK	THOMAS	POLICE OFFICER	TWENTIETH DISTRICT	8/19/93	55.00
BECKOM	JESSE	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	3/08/91	600.00
BERNICHIO	ANTHONY M	POLICE OFFICER	SEVENTH DISTRICT	11/30/92	36.00
BETTS	DWAYNE	POLICE OFFICER	SIXTH DISTRICT	5/26/94	331.15
BEVAN	HERBERT H	POLICE OFFICER	FIRST DISTRICT	3/25/87	492.52
BIGGANE	MARIE H	POLICE OFFICER	EIGHTH DISTRICT	5/03/94	409.90
BLAA	RAYMOND	POLICE OFFICER	TWENTY-FOURTH DISTRICT	2/04/94	164.00
BLACKLEDGE	REGINA	POLICE OFFICER	SECOND DISTRICT	2/16/94	1508.00
BLISSETT	RODNEY	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/01/94	783.40
BOWERY	CHARLES J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/05/94	904.40
BOZINOVICH	ROBERT	POLICE OFFICER	NINTH DISTRICT	5/26/94	841.50
BRADLEY	ANTHONY T	POLICE OFFICER	THIRD DISTRICT	9/12/93	36.00
BRAIN	KAREN A	POLICE OFFICER	EIGHTH DISTRICT	11/18/93	334.00
BRAXTON	EVELYN M	POLICE OFFICER	THIRD DISTRICT	7/23/93	550.25
BRENNER	GAYLE	POLICE OFFICER	SEVENTEENTH DISTRICT	3/02/93	293.00
BREWER	EVELYNNA T	POLICE OFFICER	EIGHTH DISTRICT	5/03/94	543.50
BROWN	JAMES	POLICE OFFICER	SECOND DISTRICT	6/04/83	415.00
BROWN	RAIMONDO L	POLICE OFFICER	SIXTH DISTRICT	3/21/94	941.50
BROWN	RICHARD T	POLICE OFFICER	NARCOTICS SECTION	4/18/94	158.50
BROWN	SUZAN	POLICE OFFICER	THIRD DISTRICT	5/06/94	586.60
BROWNSTEIN	STEVEN C	POLICE OFFICER	YOUTH DIVISION AREA FIVE	6/06/94	850.00
BULLOCK	ROBERT	POLICE OFFICER	TWELFTH DISTRICT	11/07/93	30.00
BURKART	CATHERINE	POLICE OFFICER	TWENTY-FIFTH DISTRICT	12/28/93	95.00

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/30/94

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
CAGNEY	EDWARD	POLICE OFFICER	EIGHTEENTH DISTRICT	5/14/94	110.00
CALACE	JAMES N	POLICE OFFICER	TENTH DISTRICT	2/01/94	45.00
CALACE	JAMES N	POLICE OFFICER	TENTH DISTRICT	5/16/94	90.00
CALIENDO	RONALD J	POLICE OFFICER	SEVENTEENTH DISTRICT	6/28/93	100.00
CAMPIONE	JACK	POLICE OFFICER	YOUTH DIVISION AREA THREE	3/29/92	40.00
CAREY	JOHN D	POLICE OFFICER	TWENTIETH DISTRICT	3/18/94	451.75
CARONE	JOSEPH	POLICE OFFICER	EIGHTH DISTRICT	4/01/94	60.00
CARRILLO	JAMES	POLICE OFFICER	FOURTH DISTRICT	5/19/94	30.00
CASEY	LYNN	POLICE OFFICER	TWELFTH DISTRICT	5/09/94	300.75
CASTELLANOS	JUDY	POLICE OFFICER	TENTH DISTRICT	1/27/94	70.00
CASTRO-SHEERAN	SUSAN L	POLICE OFFICER	ELEVENTH DISTRICT	5/15/94	35.00
CELLA	LOUIS	POLICE OFFICER	MAJOR ACCIDENT INVESTIGATION S	2/13/94	1158.00
CHAO	JOSE	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/08/94	850.00
CHASEN	MICHAEL	POLICE OFFICER	DETECTIVE DIV AREA 4 ADMINISTR	3/01/94	373.00
CIRONE	SAM J	POLICE OFFICER	EIGHTEENTH DISTRICT	2/21/94	1463.00
CLARK	MARY K	POLICE OFFICER	TWENTY-FOURTH DISTRICT	5/18/94	330.25
COLLINS	PHILLIP	POLICE OFFICER	NINETEENTH DISTRICT	4/08/94	24.00
COLLINS	RAYMOND J	POLICE OFFICER	SEVENTH DISTRICT	6/29/93	3471.96
CONWAY	CATHERINE	POLICE OFFICER	FOURTEENTH DISTRICT	5/22/94	50.00
COOPER	RICKY D	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/04/94	90.00
CORCORAN	TIMOTHY J	POLICE OFFICER	MOUNTED UNIT	1/19/94	20077.49
COSENTINO	JOSEPH J	POLICE OFFICER	NINTH DISTRICT	4/25/94	60.00
COWEN	DONALD J	POLICE OFFICER	DETECTIVE DIV AREA 3 ADMINISTR	1/11/94	64.00
COYLE	RICHARD J	POLICE OFFICER	SEVENTH DISTRICT	5/28/94	270.47
CROSSLEY	KIRKLAND D	POLICE OFFICER	SEVENTH DISTRICT	5/07/94	1104.00
CRUZ	ARCENIO	POLICE OFFICER	FOURTEENTH DISTRICT	4/04/94	362.00
CRUZ	JIMMY	POLICE OFFICER	TWENTIETH DISTRICT	5/09/94	1791.35
CULLINAN	TIMOTHY J	POLICE OFFICER	SIXTH DISTRICT	2/05/94	36.00
DALEY	LEE	POLICE OFFICER	TWENTY-SECOND DISTRICT	5/07/94	343.30
DALLAS	GURVICE	POLICE OFFICER	TENTH DISTRICT	1/28/94	57.00
DALTO	ALYCE M	POLICE OFFICER	EIGHTH DISTRICT	4/23/93	188.00
DALUGA	EDWARD G	POLICE OFFICER	SIXTH DISTRICT	3/30/94	3994.00
DANIELS	DAVID A	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/05/94	325.00
DAWSON	ANDREA	POLICE OFFICER	SIXTH DISTRICT	5/17/94	175.00
DAWSON	JUANITA	POLICE OFFICER	SIXTH DISTRICT	5/11/94	504.00
DAY	SAMIRAH	POLICE OFFICER	FOURTH DISTRICT	7/01/92	2862.00
DEDINA	WAYNE	POLICE OFFICER	FIRST DISTRICT	5/22/94	5448.25
DEVEREUX	GEORGE J	POLICE OFFICER	PUBLIC HOUSING DIVISION-NORTH	5/12/94	461.60
DEVONEY	WILLIAM	POLICE OFFICER	TWENTY-FOURTH DISTRICT	5/24/94	70.00
DEYOUNG	DEBRA L	POLICE OFFICER	TWENTY-THIRD DISTRICT	2/01/94	4333.06
DOIG	JEFFERY	POLICE OFFICER	FOURTH DISTRICT	5/28/94	1998.00
DOKES-WILLIAMS	BEVERLY	POLICE OFFICER	SECOND DISTRICT	10/01/90	75.00
DOMAGALA	BERNARD	POLICE OFFICER	UNKNOWN	7/14/88	180.00
DRISCOLL	THOMAS P	POLICE OFFICER	FIFTEENTH DISTRICT	5/25/94	182.32
DRIVER	FREDERICK T	POLICE OFFICER	SECOND DISTRICT	4/14/94	600.00
DUSENBERY	TIMOTHY E	POLICE OFFICER	NINETEENTH DISTRICT	8/25/93	35.00
EDWARDS	DONALD L	POLICE OFFICER	SECOND DISTRICT	5/16/94	60.00
EGAN	MICHAEL P	POLICE OFFICER	TENTH DISTRICT	12/28/91	108.00
EILAND	DAVID	POLICE OFFICER	PARKING ENFORCEMENT UNIT	3/22/94	1416.00

CITY OF CHICAGO

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********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ENGLISH	DECLAN	POLICE OFFICER	TWENTY-FOURTH DISTRICT	5/30/94	1218.05
ESPINOSA	OPAL	POLICE OFFICER	FIFTH DISTRICT	5/19/94	100.00
EVANS	ROY J	POLICE OFFICER	EIGHTEENTH DISTRICT	6/20/94	7044.47
FASONE	WARREN W	POLICE OFFICER	TWENTY-SECOND DISTRICT	2/14/94	4187 00
FEREK	DANIEL	POLICE OFFICER	TWELFTH DISTRICT	5/23/94	75 00
FERRO	VITO	POLICE OFFICER	TWELFTH DISTRICT	2/26/94	55.00
FINE	CHARLENE L	POLICE OFFICER	FIFTEENTH DISTRICT	5/07/94	787.06
FINE	JOSEPH	POLICE OFFICER	DETECTIVE DIV AREA 1 ADMINISTR	2/08/94	667.50
FLOWERS	ANTHONY	POLICE OFFICER	NINTH DISTRICT	5/10/94	447.50
FLYNN	MICHAEL	POLICE OFFICER	THIRTEENTH DISTRICT	5/16/94	1646.79
FOLEY	NANCY E	POLICE OFFICER	SEVENTEENTH DISTRICT	3/22/93	55.00
FOSTER	ELDNA L	POLICE OFFICER	PATROL DIVISION-ADMINISTRATION	5/04/94	255.20
FOSTER	REGINALD E	POLICE OFFICER	FOURTEENTH DISTRICT	5/07/94	208.00
FRANK	JOHN A	POLICE OFFICER	TENTH DISTRICT	5/14/94	676.50
FRANZEN	TERRENCE	POLICE OFFICER	FOURTH DISTRICT	4/18/94	654.00
FRAPOLLY	WILLIAM	POLICE OFFICER	TWENTY-FOURTH DISTRICT	5/28/94	229.00
FRIGO	TERRY R	POLICE OFFICER	SIXTEENTH DISTRICT	1/05/88	225.00
GAHAN	MICHAEL P	POLICE OFFICER	TENTH DISTRICT	3/08/94	70.00
GALLERY	MARK R	POLICE OFFICER	EIGHTEENTH DISTRICT	7/05/93	459.00
GARRIDO	JOHN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/23/94	2165.50
GARTNER	JOHN A	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/22/94	27.00
GIANNONI	DAVINO	POLICE OFFICER	TWENTIETH DISTRICT	2/11/94	73.00
GOLDMAN	STEVEN	POLICE OFFICER	NINETEENTH DISTRICT	4/15/94	350.00
GOLICH	JAMES J	POLICE OFFICER	PARKING ENFORCEMENT UNIT	5/23/94	275.00
GOOD	PATRICK M	POLICE OFFICER	SIXTH DISTRICT	1/03/94	70.00
GRAFFEO	ANTHONY	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/20/94	110.00
GRECO	SAM A	POLICE OFFICER	DETECTIVE DIV AREA 5 ADMINISTR	5/18/94	1210.50
GREVE	TIMOTHY	POLICE OFFICER	TWENTY-SECOND DISTRICT	3/26/94	741.00
GRUZAS	LOUISA	POLICE OFFICER	SEVENTEENTH DISTRICT	10/31/93	530.00
GUAJARDO	MAX J	POLICE OFFICER	PARKING ENFORCEMENT UNIT	3/25/94	1847.00
GUIFFRA	VINCENT J	POLICE OFFICER	ELECTRONICS MAINTENANCE DIVISI	2/26/90	3625 00
GUTIERREZ	EFRAIN	POLICE OFFICER	FOURTEENTH DISTRICT	5/07/94	872.53
GUTIERREZ	MARGARET	POLICE OFFICER	ELEVENTH DISTRICT	5/11/94	125.00
GVOZDENOVICH	ANTHONY	POLICE OFFICER	EIGHTEENTH DISTRICT	4/24/94	638.00
HAILE	ROBERT A	POLICE OFFICER	SEVENTH DISTRICT	2/09/94	1162.00
HALL	JOHN A	POLICE OFFICER	THIRD DISTRICT	5/04/94	413 00
HAMPTON	CAROLYN	POLICE OFFICER	TENTH DISTRICT	1/28/94	574.19
HANLEY	RICHARD	POLICE OFFICER	SEVENTH DISTRICT	8/05/92	930.00
HARNEY	MICHAEL W	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/25/92	70.00
HARRIS	DALE	POLICE OFFICER	THIRD DISTRICT	11/12/93	325.00
HARRIS	DAPHNE J	POLICE OFFICER	SEVENTH DISTRICT	5/28/94	1230.50
HEALY	JACQUELINE	POLICE OFFICER	TWENTIETH DISTRICT	5/30/94	177 00
HEIMANN	SCOT L	POLICE OFFICER	GANG CRIMES ENFORCEMENT DIVISI	8/27/91	366.50
HELLWITZ	LAWRENCE I	POLICE OFFICER	ELEVENTH DISTRICT	5/24/94	74.70
HENCKE	MICHAEL	POLICE OFFICER	EIGHTH DISTRICT	4/08/94	1321.50
HENSLEY	JOHN J	POLICE OFFICER	FIFTH DISTRICT	3/01/94	900 00
HERING	EARL F	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/20/94	95.00
HERNANDEZ	SERGIO L	POLICE OFFICER	TENTH DISTRICT	3/21/94	12353.40
HEYDEN	JEROME P	POLICE OFFICER	FIRST DISTRICT	2/08/94	47.00

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HOEGER	DARIN	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/30/94	561.85
HOLMES	RICHARD	POLICE OFFICER	SEVENTEENTH DISTRICT	3/08/94	1583.00
HUNDRIESER	DAVID J	POLICE OFFICER	SIXTEENTH DISTRICT	5/20/94	557.20
HYBL	RICHARD	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/22/94	1038.70
INOVSKIS	EMILY G	POLICE OFFICER	EIGHTH DISTRICT	11/13/93	55.00
ISAAC	ALAN M	POLICE OFFICER	INTERNAL AFFAIRS DIVISION	4/08/94	90.00
JACKSON	CLARETHA	POLICE OFFICER	SEVENTH DISTRICT	5/22/94	2482.15
JACKSON	EDWARD L	POLICE OFFICER	ELECTRONICS MAINTENANCE DIVISI	10/14/77	429.75
JACKSON	GREGORY M	POLICE OFFICER	FIFTH DISTRICT	4/18/94	774.00
JACKSON	TALMITCH	POLICE OFFICER	THIRD DISTRICT	4/01/94	250.00
JOHNSON	JEFFREY S	POLICE OFFICER	FOURTH DISTRICT	2/14/94	75.00
JOHNSON	LLOYD E	POLICE OFFICER	SEVENTH DISTRICT	5/24/94	105.00
JOHNSON	MARGARET M	POLICE OFFICER	ELEVENTH DISTRICT	4/30/94	30.00
JOHNSON	MERRILL L	POLICE OFFICER	SANITATION UNIT	2/25/94	25.00
KALAS	PHILIP J	POLICE OFFICER	SIXTEENTH DISTRICT	5/31/94	1038.60
KALECKI	RICHARD	POLICE OFFICER	EIGHTH DISTRICT	3/06/94	93.00
KARCZ	BOGDEN	POLICE OFFICER	RECRUIT TRAINING	6/14/94	92.70
KELLY	BERNARD K	POLICE OFFICER	SECOND DISTRICT	10/31/91	150.00
KENNEDY	LINDA	POLICE OFFICER	TENTH DISTRICT	10/24/93	170.00
KENNEDY	MAUREEN	POLICE OFFICER	FIFTH DISTRICT	5/10/94	821.84
KIERAS	ALAN E	POLICE OFFICER	OHARE SECURITY	6/13/83	296.10
KILROY	JUDY L	POLICE OFFICER	EIGHTH DISTRICT	5/26/94	752.89
KING	JEFFREY S	POLICE OFFICER	FIFTEENTH DISTRICT	5/01/94	2106.35
KINNAVY	JOHN	POLICE OFFICER	THIRTEENTH DISTRICT	12/30/93	504.90
KIRCHENS	JOSEPH A	POLICE OFFICER	DETECTIVE DIV AREA 4 ADMINISTR	5/17/94	971.00
KIRK	CHARLES O	POLICE OFFICER	THIRD DISTRICT	5/13/94	1639.75
KNUDSON	DOROTHY J	POLICE OFFICER	ELEVENTH DISTRICT	1/28/94	57.00
KOCH	GERALD	POLICE OFFICER	SEVENTH DISTRICT	5/02/94	470.50
KONRATH	ROBERT C	POLICE OFFICER	DETECTIVE DIV AREA 1 PROPERTY	10/12/93	627.00
KROETZ	TANYA	POLICE OFFICER	THIRTEENTH DISTRICT	1/30/94	9.00
KUKIELKA	FRED	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/19/94	3089.70
KULEKOWSKIS	THOMAS G	POLICE OFFICER	FIRST DISTRICT	6/09/94	4716.10
KWAK	JOHN F	POLICE OFFICER	PUBLIC TRANSPORTATION M T.S.	5/10/94	373.11
LAFRANCIS	CHRISTINE	POLICE OFFICER	TENTH DISTRICT	2/14/94	57.00
LAVERTY	JAMES F	POLICE OFFICER	NINETEENTH DISTRICT	4/26/94	1085.00
LEBAK	ROBERT	POLICE OFFICER	EIGHTH DISTRICT	6/06/94	72.00
LETRICH	CRAIG M	POLICE OFFICER	FOURTEENTH DISTRICT	2/06/94	313.60
LIMA	MARLON E	POLICE OFFICER	TENTH DISTRICT	2/12/94	25.00
LISKA	DENICE M	POLICE OFFICER	ELEVENTH DISTRICT	10/12/90	350.50
LISKA	DENICE M	POLICE OFFICER	FIRST DISTRICT	8/20/93	75.00
LITTLE	WILLIAM J	POLICE OFFICER	EIGHTEENTH DISTRICT	1/05/94	165.00
LOAIZA	LUIS A	POLICE OFFICER	TENTH DISTRICT	1/27/94	212.00
LOVE	OTIS	POLICE OFFICER	POLICE DOCUMENT SERVICES SECTI	2/09/94	441.25
LUCAS	KEVIN J	POLICE OFFICER	NARCOTICS SECTION	7/01/94	924.27
LYNCH	WILLIAM J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	2/26/93	60.00
MALDONADO	STEVEN	POLICE OFFICER	FIFTH DISTRICT	3/24/94	510.00
MALEK	THOMAS F	POLICE OFFICER	TWENTY-FIFTH DISTRICT	1/24/94	6824.34
MANELLA	DAVID J	POLICE OFFICER	ELEVENTH DISTRICT	4/21/94	1903.50
MAPLES	JOHN	POLICE OFFICER	SEVENTH DISTRICT	1/01/94	333.00

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MARAS	EDWARD S	POLICE OFFICER	FOURTH DISTRICT	4/20/94	491.00
MARIANOVICH	PETER	POLICE OFFICER	FIFTH DISTRICT	11/16/93	307.00
MARQUEZ	RIGOBERTO	POLICE OFFICER	FOURTEENTH DISTRICT	4/07/94	508.20
MARTINEZ	WILLIAM	POLICE OFFICER	FOURTEENTH DISTRICT	7/25/93	335.00
MASONICK	GREGORY J	POLICE OFFICER	YOUTH DIVISION AREA FIVE	6/17/94	182.30
MATUAL	DAVID	POLICE OFFICER	TENTH DISTRICT	1/25/94	70.00
MCCAFFERTY	PATRICK J	POLICE OFFICER	NINTH DISTRICT	2/16/94	60.00
MCCANN	EDDIE	POLICE OFFICER	UNKNOWN	2/16/92	36.00
MCCANN	THOMAS P	POLICE OFFICER	NARCOTICS SECTION	4/06/94	547.00
MCGIVNEY	ROBERT	POLICE OFFICER	TWELFTH DISTRICT	3/09/94	99.00
MCKENNA	CATHLENE L	POLICE OFFICER	TENTH DISTRICT	4/11/94	211.24
MCKENNA	WILLIAM	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/25/94	918.10
MCLAIN	SCOTT	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/07/94	679.60
MCNALLY	KENNETH P	POLICE OFFICER	ELEVENTH DISTRICT	3/03/94	270.00
MILAM-KWAK-RUHL	MARY JO	POLICE OFFICER	EIGHTH DISTRICT	4/27/94	401.45
MILLER	WALTER E	POLICE OFFICER	FOURTEENTH DISTRICT	3/18/94	437.55
MOORE	KENNETH	POLICE OFFICER	FOURTEENTH DISTRICT	4/13/94	471.90
MORIARTY	WILLIAM G	POLICE OFFICER	FIFTEENTH DISTRICT	4/29/94	400.03
MULKERIN	JOHN T	POLICE OFFICER	SEVENTEENTH DISTRICT	8/17/92	521.00
MUNYON	THOMAS	POLICE OFFICER	FIFTEENTH DISTRICT	11/05/93	102.00
NASH	SANDY L	POLICE OFFICER	CENTRAL DETENTION SECTION	1/11/90	985.62
NASH	THOMAS	POLICE OFFICER	TWENTY-SECOND DISTRICT	8/25/93	1005.00
NEAL	ROLAND	POLICE OFFICER	TWENTY-SECOND DISTRICT	1/01/94	90.00
NEALIS	TERENCE	POLICE OFFICER	EIGHTEENTH DISTRICT	4/03/94	84.00
NELSON	LAURENCE J	POLICE OFFICER	SEVENTEENTH DISTRICT	5/12/91	81.01
NOWAK	PHILLIP	POLICE OFFICER	TWENTY-SECOND DISTRICT	10/29/87	280.40
OBRIEN	TERENCE	POLICE OFFICER	SIXTH DISTRICT	2/24/94	386.00
ODUM	THERESA	POLICE OFFICER	SEVENTH DISTRICT	8/09/93	148.50
OLSON	JACK	POLICE OFFICER	FIFTEENTH DISTRICT	4/08/94	1483.12
OSKVAREK	JOSEPH	POLICE OFFICER	TENTH DISTRICT	12/08/93	57.00
OWENS	JOHN W	POLICE OFFICER	TENTH DISTRICT	4/03/94	821.24
PALIDER	PATRICK J	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/17/94	253.10
PAOLONE	EMIL S	POLICE OFFICER	THIRD DISTRICT	7/20/90	36.00
PAPPONE	GEORGE	POLICE OFFICER	TENTH DISTRICT	4/12/94	320.60
PARELLO	DENNIS J	POLICE OFFICER	NEIGHBORHOOD RELATIONS DIVISIO	4/29/94	539.05
PATTON	JOHN A	POLICE OFFICER	TWENTY-FOURTH DISTRICT	6/20/93	120.00
PEARSON	DAVID	POLICE OFFICER	SEVENTH DISTRICT	11/04/93	1320.00
PEETE	HAROLD	POLICE OFFICER	ELEVENTH DISTRICT	1/29/94	57.00
PILAFAS	STEVEN	POLICE OFFICER	EIGHTEENTH DISTRICT	3/12/94	58.00
POLK	WILLIAM F	POLICE OFFICER	VICE CONTROL SECTION	4/12/94	4034.90
POLLACK	KENNETH R	POLICE OFFICER	FIRST DISTRICT	6/04/93	55.00
PONNE	THOMAS P	POLICE OFFICER	FOURTH DISTRICT	1/31/94	319.00
POWERS	MICHAEL G	POLICE OFFICER	AUDITING AND INTERNAL CONTROL	4/23/94	641.90
PRAH	JAMES	POLICE OFFICER	TENTH DISTRICT	12/27/93	57.00
RAMUNDO	ANGELO P	POLICE OFFICER	TENTH DISTRICT	2/09/94	70.00
RANGEL	JAVIER	POLICE OFFICER	RECRUIT TRAINING	12/13/93	70.00
REDD	DEANDRE	POLICE OFFICER	FIFTH DISTRICT	4/22/94	691.57
REGNIER	STEVEN T	POLICE OFFICER	FIFTEENTH DISTRICT	4/16/94	440.00
REID	CARL E	POLICE OFFICER	YOUTH DIVISION AREA ONE	11/17/93	270.00

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REID	ROBERT G	POLICE OFFICER	EIGHTEENTH DISTRICT	1/22/94	5164 00
RESTIS	KENNETH	POLICE OFFICER	TWELFTH DISTRICT	10/29/93	58.00
RICE	MARY ANN	POLICE OFFICER	VICE CONTROL SECTION	8/30/93	581.00
RICKERT	MARY L	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/09/94	575.77
ROBINSON	LAURENCE	POLICE OFFICER	ELEVENTH DISTRICT	1/18/94	70.00
ROBINSON	RODERICK D	POLICE OFFICER	SEVENTH DISTRICT	2/24/94	9.00
ROCHE	ALICE A	POLICE OFFICER	FIFTH DISTRICT	3/01/94	60.00
ROCKYMORE	LIONEL	POLICE OFFICER	TWENTY-FIRST DISTRICT	3/29/94	100.00
RODRIGUEZ	EUTIMIO C	POLICE OFFICER	TENTH DISTRICT	1/28/94	57 00
RODRIGUEZ	THOMAS	POLICE OFFICER	INTERSECTION CONTROL UNIT	5/03/94	624.85
ROMANO	KERRY	POLICE OFFICER	EIGHTEENTH DISTRICT	4/28/94	297.05
RUSSELL	ROBBIE	POLICE OFFICER	SIXTH DISTRICT	9/09/93	1643.50
RUZEVICH	PETER V	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	3/31/94	141.15
SADDLER	PRESTON L.	POLICE OFFICER	NINTH DISTRICT	4/14/94	660.60
SALADINO	CARLOS	POLICE OFFICER	FOURTEENTH DISTRICT	3/28/94	767 00
SCHAFFER	JOHN E	POLICE OFFICER	MOUNTED UNIT	3/27/93	70.00
SCHIELD	WILLIAM A	POLICE OFFICER	TWENTY-FIRST DISTRICT	12/10/93	57 00
SCHULD	JOHN	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S.	7/03/93	4556.78
SCHULTZ	NEAL A	POLICE OFFICER	THIRTEENTH DISTRICT	4/05/94	409.70
SCHUMACHER	MICHAEL	POLICE OFFICER	FIRST DISTRICT	10/29/90	70.00
SHELDON	WILLIAM M	POLICE OFFICER	FIFTEENTH DISTRICT	3/23/94	115.00
SKOL	LARRY W	POLICE OFFICER	TENTH DISTRICT	1/26/94	45.00
SOLAVA	JUDITH M	POLICE OFFICER	SEVENTH DISTRICT	4/28/94	6910.27
SOSNOWSKI	JOSEPH R	POLICE OFFICER	TENTH DISTRICT	6/22/93	675.00
STAHL	BERNARD R	POLICE OFFICER	SEVENTH DISTRICT	5/20/94	430.00
STEC	MICHAEL S	POLICE OFFICER	EIGHTH DISTRICT	4/22/94	8661.36
STINITES	ALEXANDER	POLICE OFFICER	NINTH DISTRICT	2/19/94	17067.83
STOJENTIN	HAROLD	POLICE OFFICER	EIGHTEENTH DISTRICT	4/03/94	201.00
SZARZYNSKI	TIMOTHY	POLICE OFFICER	NINTH DISTRICT	11/21/93	30.00
SZURA	WILLIAM	POLICE OFFICER	TENTH DISTRICT	12/12/92	45.00
SZURGOT	CHERYL A	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/02/94	60.00
TAYLOR	SEPHERE	POLICE OFFICER	TWENTY-SECOND DISTRICT	12/06/93	190.00
TAYLOR	THOMAS C	POLICE OFFICER	TENTH DISTRICT	5/05/94	1195.30
TAYLOR	THOMAS E	POLICE OFFICER	SIXTEENTH DISTRICT	2/22/93	50.00
TEMPLE	BARBARA V	POLICE OFFICER	THIRD DISTRICT	12/25/93	154.80
THOMAS	JAMES M	POLICE OFFICER	TWENTY-THIRD DISTRICT	4/25/94	3266.00
THOMAS	WILLIAM	POLICE OFFICER	SECOND DISTRICT	5/31/94	1574.60
THOMPSON	KEITH W	POLICE OFFICER	THIRD DISTRICT	4/21/94	116.80
THREATT	KEITH R	POLICE OFFICER	RECRUIT TRAINING	4/01/94	527.20
TINSMAN	THOMAS P	POLICE OFFICER	SECOND DISTRICT	5/12/94	803.00
TOLLEY	JOHN F	POLICE OFFICER	FOURTH DISTRICT	4/22/90	1356.90
TOLLIVER	HUMPHREY N	POLICE OFFICER	TWENTY-FIRST DISTRICT	5/23/94	244.10
TORRES	WANDA I	POLICE OFFICER	FOURTEENTH DISTRICT	5/24/94	525.25
TRAHANAS	JOHN E	POLICE OFFICER	FIFTEENTH DISTRICT	11/27/93	47.00
TRUNZO	ANTHONY R	POLICE OFFICER	FOURTEENTH DISTRICT	8/14/85	100.00
TUNNEY	MICHAEL J	POLICE OFFICER	EIGHTH DISTRICT	10/09/93	10.00
VALDEZ	OSVALDO	POLICE OFFICER	FOURTEENTH DISTRICT	12/14/93	95.00
VELEZ	BENJAMIN	POLICE OFFICER	FOURTH DISTRICT	4/05/94	999 00
WALDERA	THOMAS	POLICE OFFICER	THIRTEENTH DISTRICT	1/03/92	100 00

C I T Y O F C H I C A G O

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/30/94

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
WALLACE JR	EDDIE	POLICE OFFICER	UNKNOWN	4/12/94	634.99
WALSH	DESMOND	POLICE OFFICER	NINETEENTH DISTRICT	3/25/94	236.00
WASIK-GOMOLSKI	CHRISTINE A	POLICE OFFICER	TWENTY-FIRST DISTRICT	1/21/94	808.00
WATSON	STERLING	POLICE OFFICER	PUBLIC TRANSPORTATION M.T.S	4/11/94	90.00
WEATHERSPOON	CARL	POLICE OFFICER	THIRD DISTRICT	5/25/94	628.80
WEGNER	EDWARD T	POLICE OFFICER	TENTH DISTRICT	11/28/93	82 00
WIESINGER	MAJA	POLICE OFFICER	COMMUNICATIONS OPERATIONS SECT	6/07/94	117.00
WILLIAMS	JOSEPH	POLICE OFFICER	ELEVENTH DISTRICT	3/27/94	3284.31
WILLIAMS	KIM	POLICE OFFICER	SECOND DISTRICT	4/14/94	2086.50
WILLIAMS	STEPHANIE	POLICE OFFICER	TWENTY-FIRST DISTRICT	4/09/94	745 00
WILLIAMS	THEODORE G	POLICE OFFICER	DETECTIVE DIV AREA 3 ADMINISTR	4/18/94	5371.50
WINTERS	EDWARD	POLICE OFFICER	THIRD DISTRICT	8/23/93	23.00
WOMACK	RHONDA	POLICE OFFICER	SIXTH DISTRICT	2/10/93	202 00
WOOD	CHARLES E	POLICE OFFICER	OHARE LAW ENFORCEMENT	12/12/93	690.87
WRIGHT	PAULETTE M	POLICE OFFICER	NARCOTICS SECTION	6/23/94	231.00
YANAGIDATE	ALAN	POLICE OFFICER	TWENTIETH DISTRICT	2/13/94	167.00
YANCEY	TRACEY M	POLICE OFFICER	EIGHTH DISTRICT	1/12/94	18.00
YAVERSKI	BRIAN T	POLICE OFFICER	FIFTH DISTRICT	3/25/94	764.37
ZAGLIFA	FRANCES J	POLICE OFFICER	SECOND DISTRICT	7/24/90	1689.30
ZUELKE-TINERELLA	LYNDA R	POLICE OFFICER	TWENTY-FOURTH DISTRICT	10/07/93	195.00
ALLIND	CRAIG	PARAMEDIC	AMBULANCE 16	6/13/94	55.00
BARRIENTOS	PETER	PARAMEDIC	AMBULANCE 13	3/20/94	175.00
BEAUREGARD	DENNIS	LIEUTENANT	DISTRICT RELIEF 5	6/29/92	75.00
BIRMINGHAM	SCOTT	PARAMEDIC	AMBULANCE 34	5/31/94	484.00
BRADY	CHARLES	LIEUTENANT	ENGINE COMPANY 79	5/16/94	165.00
BROWN	DOLLY	PARAMEDIC	EMS DISTRICT 4 HEADQUARTERS &	3/04/94	26.75
BURKE	DONALD	FIREFIGHTER	ENGINE COMPANY 86	12/02/93	2660.27
COX	LEO J	CAPTAIN	DISTRICT RELIEF 2	7/15/93	115 00
CROSSIN	FRANCIS	FIREFIGHTER	ENGINE COMPANY 92	7/10/94	1343.00
DELORENZO	JOSEPH	FIREFIGHTER	TRUCK 36	10/15/93	3793.00
DONNELLAN	THOMAS	CAPTAIN	FIRE SUPPRESSION HEADQUARTERS	7/17/94	1095 42
DUNN	IDELLE	PARAMEDIC	AMBULANCE 31	6/20/94	632.55
GARDLEY	MAMIE	PARAMEDIC	AMBULANCE 15	12/08/91	75.00
GARITI	JOHN	FIREFIGHTER	SQUAD 4	1/25/94	189.00
GRIFFIN	DENNIS	LIEUTENANT	ENGINE COMPANY 106	5/23/91	95.00
GURRISTER	JOHN	ENGINEER	ENGINE COMPANY 88	4/18/94	11490.40
HALL	JOHN	FIREFIGHTER	ENGINE COMPANY 45	6/04/94	1578.70
HALLORAN	DANIEL	FIREFIGHTER	TRUCK 29	2/11/92	102.00
HANSEN	PETER	FIREFIGHTER	ENGINE COMPANY 109	3/17/94	90.00
HARVEY	ALBERT	FIREFIGHTER	ENGINE COMPANY 44	4/06/94	233 00
HILL	RONALD	FIREFIGHTER	ENGINE COMPANY 122	4/20/94	16722.02
HORIST	MICHAEL	FIREFIGHTER	ENGINE COMPANY 83	4/06/94	75.00
IMPARATO	ANTHONY	FIREFIGHTER	ENGINE COMPANY 50	7/11/94	272.60
JENNINGS	JAMES	LIEUTENANT	ENGINE COMPANY 116	2/01/94	2159.00
KALLIS	DEAN	PARAMEDIC	UNKNOWN	8/08/94	50.00
KALLIS	DEAN	POLICE OFFICER	UNKNOWN	8/20/94	78 50
KOCHNIARCZYK	MICHELLE	PARAMEDIC	EMS DISTRICT 5 HEADQUATERS & R	4/30/94	125.00
KONECKI	EDWARD	PARAMEDIC	AMBULANCE 47	8/30/94	609.60
KOSCIANSKI	LAWRENCE	CAPTAIN	TRUCK 15	8/31/94	314 75

CITY OF CHICAGO

CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/30/94

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
KOSMOSKI	KENNETH	PARAMEDIC	AMBULANCE 3	8/10/94	105.00
KUEHL	ROBERT	FIREFIGHTER	TRUCK 5	4/16/94	42555.98
KUYKENDALL	GARY	FIREFIGHTER	TRUCK 47	7/06/94	450.75
LAMB	DAVID	FIREFIGHTER	ENGINE COMPANY 82	6/26/94	128.50
LEVIN	RICHARD	PARAMEDIC	UNKNOWN	1/24/94	70.00
LINK	GEORGE	FIREFIGHTER	ENGINE COMPANY 99	6/24/94	182.00
LOFTUS	THOMAS	FIREFIGHTER	ENGINE COMPANY 11	6/17/94	13440.76
LOMAX	DONDIEGO	FIREFIGHTER	ENGINE COMPANY 98	8/13/91	50.00
MARBACK	ROBERT	FIREFIGHTER	TRUCK 30	8/09/94	349.90
MARINOS	LESLIE	PARAMEDIC	EMS DISTRICT 5 HEADQUATERS & R	8/01/94	1696.03
MARTELL	DANIEL	PARAMEDIC	AMBULANCE 44	9/17/93	12.00
MARTINEZ	CARLOS	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	8/08/94	2149.52
MARTINEZ	ISIDRO	FIREFIGHTER	ENGINE COMPANY 113	10/20/92	71.00
MATTHEWS	DONALD	FIREFIGHTER	TRUCK 33	5/23/94	96.00
MATY	GAIL	FIREFIGHTER	UNKNOWN	7/26/94	355.00
MCLAUGHLIN	BRIAN	FIREFIGHTER	TRUCK 21	7/03/93	29.00
MCNALLY	DENNIS	FIREFIGHTER	ENGINE COMPANY 70	6/15/94	458.75
MCNALLY	JAMES	ENGINEER	DISTRICT RELIEF 5	3/25/94	1434.00
MEYER	JOHN	FIREFIGHTER	TRUCK 60	1/29/94	20.00
MEYER	WILLIAM	LIEUTENANT	ENGINE COMPANY 77	6/10/94	2341.00
MISIEWICZ	THOMAS	FIREFIGHTER	SQUAD 2	5/09/94	641.00
MOORE	LYDELL	FIREFIGHTER	ENGINE COMPANY 120	8/03/94	429.00
MORGAN	ROSCOE	FIREFIGHTER	TRUCK 34	8/15/94	406.00
MUHAMMAD	QAE-DAH	PARAMEDIC	AMBULANCE 45	5/04/94	85.00
NEARY	JAMES	ENGINEER	UNKNOWN	3/10/94	19.00
OBRIEN	SUE	PARAMEDIC	EMS DISTRICT 3 HEADQUATERS & R	8/31/94	990.95
OGDEN	THOMAS	FIREFIGHTER	ENGINE COMPANY 34	4/22/94	838.00
OMALLEY	STEPHEN	FIREFIGHTER	ENGINE COMPANY 109	11/30/93	50.00
ORR	JOHN	LIEUTENANT	SQUAD 4	8/17/94	507.65
OSWALD	WILLIAM	FIREFIGHTER	SQUAD 1	1/19/94	60.00
PAGAN	FABIAN	FIREFIGHTER	ENGINE COMPANY 35	8/05/94	189.70
PALLISTER	KENNETH	FIREFIGHTER	TRUCK 47	6/29/94	18333.71
PALOMO	ROSITA	PARAMEDIC	EMS DISTRICT 6 HEADQUATERS & R	8/21/94	1742.39
PARKER	JOHNNY	LIEUTENANT	ENGINE COMPANY 73	8/16/94	7725.59
PELAK	JOANNE	PARAMEDIC	EMS DISTRICT 3 HEADQUATERS & R	8/19/94	1206.25
PHALIN	DAVID	PARAMEDIC	UNKNOWN	8/01/94	385.00
PIIRONEN	DAVID	PARAMEDIC	UNKNOWN	1/27/91	259.64
PLUTA	JOHN	PARAMEDIC	AMBULANCE 35	9/04/89	103.75
RAICA	ROBERT	CAPTAIN	UNKNOWN	1/01/93	1941.00
RICHARDS	JOHN	FIREFIGHTER	TRUCK 13	4/30/94	95.00
RODRIGUEZ	VICTOR	FIREFIGHTER	TRUCK 33	3/23/94	1590.00
ROSA	ANNA M	PARAMEDIC	EMS DISTRICT 2 HEADQUARTERS &	8/11/94	125.50
RUANE	THOMAS	LIEUTENANT	DISTRICT RELIEF 5	8/01/94	428.50
RUMCHAKS	RICHARD	FIREFIGHTER	TRUCK 31	8/14/94	1227.80
SAVAGE	HERBERT	FIREFIGHTER	ENGINE COMPANY 73	5/08/94	2019.00
SOBECK	BRIAN	PARAMEDIC	AMBULANCE 20	11/27/90	50.00
STEELE	TERENCE	FIREFIGHTER	ENGINE COMPANY 15	3/28/94	715.00
STEWART	JESSIE F	CAPTAIN	DISTRICT HEADQUARTERS 1	2/03/85	14168.00
TRIPAM	ALFRED	FIREFIGHTER	TRUCK 45	3/01/94	400.00

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CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/30/94

REGULAR ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
TROTT	MICHAEL	FIREFIGHTER	ENGINE COMPANY 11	3/10/93	295.00
VARNER	DWIGHT	FIREFIGHTER	TRUCK 59	8/05/94	782.00
WAIBEL	PATRICK	FIREFIGHTER	ENGINE COMPANY 23	9/09/90	272.00
WEEK	DAVID	PARAMEDIC	EMS DISTRICT 3 HEADQUATERS & R	5/11/94	1569.00
WEIGAND	JOHN	FIREFIGHTER	ENGINE COMPANY 89	8/15/93	46.60
WORKER	DARRELL	FIREFIGHTER	SQUAD 3	5/04/62	619.92

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CITY COUNCIL ORDERS

COUNCIL MEETING OF 11/30/94

THIRD PARTY ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
ALBERTI	PAUL J	POLICE OFFICER	SIXTEENTH DISTRICT	11/08/92	130.00
ALVAREZ	RICHARD	POLICE OFFICER	ELEVENTH DISTRICT	12/28/93	57.00
BILINA	MICHAEL J	POLICE OFFICER	NINTH DISTRICT	4/10/94	120.00
BIZARRO	JULIO J	POLICE OFFICER	TWENTY-THIRD DISTRICT	5/01/94	252.94
BLUE	DEREK	POLICE OFFICER	THIRD DISTRICT	2/16/94	964.00
BONADURER	RONALD	POLICE OFFICER	FIFTH DISTRICT	4/16/94	2290.50
BONE	EDWARD M	POLICE OFFICER	PUBLIC HOUSING DIVISION-SOUTH	4/29/93	30.00
BROGAN	JAMES W	POLICE OFFICER	FIRST DISTRICT	8/05/92	60.00
BUGAJSKI	THOMAS	POLICE OFFICER	SIXTEENTH DISTRICT	5/31/94	2218.51
BUKOWSKI	JAMES	POLICE OFFICER	TWENTY-THIRD DISTRICT	1/24/94	147.00
CHICZEWSKI	RALPH	POLICE OFFICER	INTELLIGENCE SECTION	5/19/94	287.05
COLON	MARGRED	POLICE OFFICER	TWENTY-FIFTH DISTRICT	4/16/94	2713.35
CONCKUS	CHARLES J	POLICE OFFICER	EIGHTH DISTRICT	5/07/93	174.00
COYNE	MICHAEL	POLICE OFFICER	SIXTEENTH DISTRICT	4/20/94	1584.00
CROWLEY	JAMES	POLICE OFFICER	SECOND DISTRICT	9/04/87	11310.07
DACE	VERONICA	POLICE OFFICER	FIFTH DISTRICT	9/28/93	1377.00
DAVIS	JAMES A	POLICE OFFICER	SECOND DISTRICT	3/05/94	529.90
DIAZ	ANTONIO	POLICE OFFICER	TENTH DISTRICT	8/25/93	120.00
DOLAN	ROBERT	POLICE OFFICER	NINETEENTH DISTRICT	5/12/94	736.00
DUNN	DEBORAH A	POLICE OFFICER	FIFTH DISTRICT	9/28/93	2987.54
FAUST	ROBERT A	POLICE OFFICER	FIRST DISTRICT	8/22/93	789.00
FLEMING	JOHN P	POLICE OFFICER	SIXTEENTH DISTRICT	4/04/94	55.00
FOLEY	JOHN M	POLICE OFFICER	SEVENTEENTH DISTRICT	1/10/93	335.00
FRANCO-DELRASO	LUCIA E	POLICE OFFICER	TENTH DISTRICT	2/06/94	110.00
GERARD	WESLEY	POLICE OFFICER	SIXTH DISTRICT	1/29/94	1696.76
GONZALES	AUGUSTINA M	POLICE OFFICER	FOURTEENTH DISTRICT	1/09/94	34.00
GORDON	RONALD J	POLICE OFFICER	SEVENTH DISTRICT	5/20/94	255.00
GREENWOOD	LEE	POLICE OFFICER	SIXTH DISTRICT	3/26/94	127.00
JAKS	BARBARA	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/26/94	1647.00
JENKINS	ROGER	POLICE OFFICER	NINTH DISTRICT	12/07/93	905.00
JIMENEZ	LUIS A	POLICE OFFICER	ELEVENTH DISTRICT	4/21/94	39.00
JOHNSON	LAWRENCE	POLICE OFFICER	FIFTEENTH DISTRICT	6/08/92	683.10
JORDAN	CLARENCE E	POLICE OFFICER	ELEVENTH DISTRICT	4/21/94	50.00
KALIS	SANDRA	POLICE OFFICER	TWELFTH DISTRICT	5/31/94	6495.25
KANE	PAUL A	POLICE OFFICER	THIRTEENTH DISTRICT	10/17/92	1071.50
KENNEDY	LINDA	POLICE OFFICER	TENTH DISTRICT	4/19/94	3170.77
KOZLOWSKI-WRIGHT	DIANE M	POLICE OFFICER	TWELFTH DISTRICT	2/03/94	47.00
LEE	ALLAN J	POLICE OFFICER	TWENTY-FIFTH DISTRICT	5/03/94	1344.67
LEIPERT	DAVID C	POLICE OFFICER	OHARE LAW ENFORCEMENT	3/21/94	47.00
LEISER	JOSEPH	POLICE OFFICER	TENTH DISTRICT	2/28/93	188.00
LUCAS	ALAN H	POLICE OFFICER	NARCOTICS SECTION	5/06/94	3591.23
MALES	MICHAEL C	POLICE OFFICER	ELEVENTH DISTRICT	1/03/94	70.00
MALIK	CARL E	POLICE OFFICER	DETECTIVE DIV AREA 2 ADMINISTR	4/28/94	686.00
MANGRUM	GAIL	POLICE OFFICER	YOUTH DIVISION AREA ONE	9/15/93	120.00
MANNING	MARVIN	POLICE OFFICER	INTERSECTION CONTROL UNIT	6/01/92	928.00
MARTINEZ	BRIAN	POLICE OFFICER	FIFTH DISTRICT	4/16/94	1012.75
MCCARTHY	MARGUERITE M	POLICE OFFICER	TWENTY-THIRD DISTRICT	11/10/92	55.00
MCCORKLE	CHARLES A	POLICE OFFICER	EIGHTEENTH DISTRICT	2/04/93	240.00
MCFADDEN	ROBERT	POLICE OFFICER	SEVENTEENTH DISTRICT	4/24/94	4099.80

CITY OF CHICAGO

CITY COUNCIL ORDERS

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THIRD PARTY ORDERS

********** EMPLOYEE NAME **********		******* RANK *******	***** UNIT OF ASSIGNMENT *****	DATE INJURED	VOUCHER TOTAL
MCGUIRE	JOSEPH P	POLICE OFFICER	TENTH DISTRICT	12/28/93	82.00
MEDICI	SALVATORE L	POLICE OFFICER	SIXTH DISTRICT	1/29/94	1132.00
MILLER	STEVEN W	POLICE OFFICER	FIFTEENTH DISTRICT	9/23/83	144.00
MITZNER	ROBERT P	POLICE OFFICER	EIGHTEENTH DISTRICT	12/22/93	5001.79
NEALIS	MICHAEL J	POLICE OFFICER	VICE CONTROL SECTION	1/25/94	71.00
PARKER	THEODORE R	POLICE OFFICER	MARINE UNIT	4/29/93	55.00
PEREZ-SORIA	SANDRA	POLICE OFFICER	FOURTEENTH DISTRICT	9/11/93	126.00
PESTKA	LEROY	POLICE OFFICER	DETECTIVE DIV AREA 5 ADMINISTR	1/19/94	4694.00
PORADZISZ	DAVID J	POLICE OFFICER	TENTH DISTRICT	3/05/93	1240.00
RADIGAN	WILLIAM J	POLICE OFFICER	YOUTH DIVISION AREA TWO	1/24/94	1304.60
RADKA	THERESA	POLICE OFFICER	TWENTY-FOURTH DISTRICT	12/15/93	1460.00
RESCHKE	HERBERT	POLICE OFFICER	TWENTY-FOURTH DISTRICT	1/31/94	348.00
RIDGNER	STEVEN B	POLICE OFFICER	SIXTH DISTRICT	3/22/94	20424.55
ROCK	MICHAEL G	POLICE OFFICER	FIRST DISTRICT	7/23/93	2080.75
RODRIGUEZ	THOMAS	POLICE OFFICER	FOURTEENTH DISTRICT	8/08/92	9717.00
SCHNEIDER	GARY J	POLICE OFFICER	SIXTEENTH DISTRICT	2/11/93	95.00
SUTTLE	FLORA E	POLICE OFFICER	ELEVENTH DISTRICT	3/22/93	75.00
TAYLOR	CHARLES H	POLICE OFFICER	YOUTH DIVISION AREA ONE	1/27/93	1022.25
TROCHE	RANDY D	POLICE OFFICER	FOURTEENTH DISTRICT	9/09/90	5480.40
VOLLAND	JAMES	POLICE OFFICER	SEVENTH DISTRICT	6/21/93	574.00
WALKER	JUNE L	POLICE OFFICER	IDENTIFICATION SECTION	10/08/93	1317.00
WESTPHAL	MARY G	POLICE OFFICER	TWELFTH DISTRICT	1/02/89	236.00
YOUNG	KENNETH	POLICE OFFICER	SECOND DISTRICT	3/23/94	172.00
DWYER	JOHN	FIREFIGHTER	TRUCK 33	9/09/92	3367.40
EARL	PHYLLIS	FIREFIGHTER	TRUCK 10	7/14/88	140.00
GUZICK	LAWRENCE	ENGINEER	ENGINE COMPANY 49	2/15/91	50.00
KUKNYO	JAMES	FIREFIGHTER	ENGINE COMPANY 45	1/31/89	1763.84
LUNZ	JOHN	PARAMEDIC	AMBULANCE 18	5/29/94	80.00
MAHONEY	FREDDIE	FIREFIGHTER	ENGINE COMPANY 5	7/15/94	1325.00
STALA	ROBERT	ENGINEER	DISTRICT RELIEF 2	6/24/94	608.00

AUTHORIZATION FOR PAYMENT OF MISCELLANEOUS REFUNDS, COMPENSATION FOR PROPERTY DAMAGE, ET CETERA.

The Committee on Finance submitted the following report:

CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of various small claims against the City of Chicago, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amounts to be paid in full and final settlement of each claim on the date and location by type of claim, with said amount to be charged to the activity and account specified as follows:

Damage To Vehicle.

Department Of Fleet Management:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Ellen Marie Donnelly and Geico Ins. Co. Cl. 62490820101010 4295 Ocmulgee East Boulevard Macon, Georgia 31296	1/8/93 West Kinzie Street and North Wells Street	$675.00 150.00*

Damage To Property.

Department Of Police:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Curtis Wilcher 4231 South Coles Avenue Chicago, Illinois 60649	3/27/94 7231 South Coles Avenue	$850.00

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* To City of Chicago, Bureau of Parking

Damage To Vehicle.

Department Of Police:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Michael Colatriano 11047 South Ewing Avenue Chicago, Illinois 60617	10/27/93 Police auto pound	$760.00 240.00*
Salvador Hernandez 4835 South Hoyne Avenue Chicago, Illinois 60609	8/16/93 West 47th Street and South Hoyne Avenue	1,000.00
Performance Group Intl., doing business as Roberts Used Cars 3056 Washington Waukegan, Illinois 60085	6/5/93 2505 North Lincoln Avenue	505.00 45.00*
Darryl Pirant 6522 South Ellis Avenue Chicago, Illinois 60637	1/22/94 5000 South Dr. Martin Luther King, Jr. Drive	1,415.00 85.00*
Linnie L. Teagues Apartment 1 506 East 74th Street Chicago, Illinois 60619	11/9/93 6100 South Cottage Grove Avenue	370.00 170.00*
Sidimambe Toure 4920 North Marine Drive Chicago, Illinois 60640	10/13/93 West Division Street and North Dearborn Street	505.00 95.00*

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* To City of Chicago, Bureau of Parking

Damage To Vehicle.

Department Of Public Works/Construction Management:
Account Number 100-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Ernest Patterson and Allstate Insurance Co. P.O. Box 1027 Skokie, Illinois 60076	3/22/92 5049 South Woodlawn Avenue	$1,500.00

Damage To Vehicle.

Department Of Sewers:
Account Number 314-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Annette Baase 4906 West Hutchinson Street Chicago, Illinois 60641	2/14/94 3232 West Grand Avenue	$ 86.00
Warner Guzman 3922 West Wrightwood Avenue Chicago, Illinois 60639	3/2/94 3922 West Wrightwood Avenue	570.00 430.00*
Kevin Michael Stehney 2612 West 104th Street Chicago, Illinois 60655	2/27/94 11120 South Maplewood Avenue	737.95

*To City of Chicago, Bureau of Parking

Damage To Property.

Department Of Water/Bureau Of Water Distribution: Account Number 200-99-2005-0934-0934.

Name And Address	Date And Location	Amount
James and Gloria Orre and State Farm Insurance Co. Cl. 13-D638-594 7230 North Caldwell Avenue Niles, Illinois 60714	4/7/94 4318 North Springfield Avenue	$ 885.00

Damage To Vehicle.

Department Of Water/Bureau Of Water Distribution: Account Number 200-99-2005-0934-0934.

Name And Address	Date And Location	Amount
Kristopher Samiec 1406 West Flournoy Street Chicago, Illinois 60607	12/14/93 1406 West Flournoy Street	$ 90.25
James M. Pryma 4837 North Hamilton Avenue Chicago, Illinois 60625	11/12/91 180 West Randolph Street	400.00
Kenneth Crowder 9515 South University Avenue Chicago, Illinois 60628	1/26/94 9852 South Torrence Avenue	89.00
Stephanie Guido 2130 North Leclaire Avenue Chicago, Illinois 60639	7/13/94 5000 West Altgeld Street	750.00

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*To City of Chicago, Bureau of Parking

Name And Address	Date And Location	Amount
Judy D. Militello P.O. Box 1058 Silverlake, Wisconsin 53170	8/13/92 700 North Sacramento Avenue	$ 964.00
Victor Rodriguez 1419 West Lexington Street Chicago, Illinois 60607	3/24/94 2500 West Ogden Avenue	299.80
Ben Rosado 1621 North Richmond Street Chicago, Illinois 60647	6/9/93 4942 West Crystal Street	1,260.00 240.00*
Royal Insurance Co. and International Mercantile Co. File 734197 1016 East Pike Street Seattle, Washington 98122	7/2/92 122 South Wolcott Avenue	1,500.00
David Ryan and Amica Mutual Insurance File L16Y03846D Suite 200 2443 Warrenville Road Lisle, Illinois 60532	9/29/92 North Ogden Avenue and West Grand Avenue	1,460.00
Giorgio Samariniotis 7941 North Keeler Avenue Skokie, Illinois 60076	10/28/93 North Pulaski Road and West Hollywood Avenue	40.00 50.00*
Sherri Shankman 2600 North Sheridan Road Highland Park, Illinois 60035	10/13/92 1907 West Sunnyside Avenue	250.00
Marietta Stogner and State Farm Ins. Co. Cl. 14-K040-772 P.O. Box 13000 Merrillville, Indiana 46411	6/27/92 East Grand Avenue and North Lake Shore Drive	709.00 25.00*

*To City of Chicago, Bureau of Parking

AUTHORIZATION FOR PAYMENT OF SUNDRY CLAIMS FOR CONDOMINIUM REFUSE REBATES.

The Committee on Finance submitted the following report:

CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of various condominium refuse rebate claims against the City, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amounts to be paid in full as follows, and charged to Account No. 100-99-2005-0939-0939:

[List of claimants referred to in this order printed on pages 62581 through 62583 of this Journal.]

AUTHORIZATION FOR PAYMENT OF SENIOR CITIZEN SEWER REBATE CLAIMS.

The Committee on Finance submitted the following report:

CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order authorizing the payment of senior citizen rebate sewer claims, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

(Continued on page 62584)

C I T Y O F C H I C A G O
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 11/30/94

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE	AMOUNT OF REBATE	******* SPONSOR ******************	
ADDISON MANOR CONDOMINIUM	12	SEMI-ANNUAL 93	450.00	THOMAS ALLEN	38
ADDISON POINT CONDO. ASSN.	34	SEMI-ANNUAL 93	1,275.00	WILLIAM JP BANKS	36
ALBANY CONDOMINIUM ASSN.	6	SEMI-ANNUAL 93	225.00	BERNARD L. STONE	50
BELMONT MANOR CONDO ASSC.	16	SEMI-ANNUAL 93	420.00	WILLIAM JP BANKS	36
BELMONT TERRACE CONDO ASSN.	18	SEMI-ANNUAL 93	675.00	WILLIAM JP BANKS	36
BIRCH TREE MANOR #5 CONDO	18	SEMI-ANNUAL 93	675.00	BRIAN G. DOHERTY	41
BIRCH TREE MANOR #6 CONDOMIN-	18	SEMI-ANNUAL 93	675.00	BRIAN G. DOHERTY	41
CALDWELL WOODS CONDO ASSOC.	9	SEMI-ANNUAL 93	337.50	BRIAN G. DOHERTY	41
CALIFORNIA MANOR CONDOMINIUMS	12	SEMI-ANNUAL 93	450.00	RICHARD F. MELL	33
CARL SANDBURG VILLAGE CONDO.	567	SEMI-ANNUAL 93	10,074.00	BURTON F. NATARUS	42
CAROUSEL COURT CONDO ASSOC	30	SEMI-ANNUAL 93	1,125.00	PATRICK J. LEVAR	45
CAROUSEL COURT CONDO ASSOC	30	SEMI-ANNUAL 93	1,125.00	PATRICK J. LEVAR	45
CHEVALIER CONDOMINIUM ASSOC	20	SEMI-ANNUAL 93	750.00	BRIAN G. DOHERTY	41
COLONIAL TERRACE CONDOMINIUM	17	SEMI-ANNUAL 93	522.00	PATRICK J. LEVAR	45
DEVON PLACE CONDOMINIUM	27	SEMI-ANNUAL 93	810.00	BRIAN G. DOHERTY	41
EDDYSTONE CONDOMINIUM HOMES,	83	SEMI-ANNUAL 93	3,112.50	BERNARD J. HANSEN	44
EDISON VILLAGE CONDO ASSOC.	8	SEMI-ANNUAL 93	300.00	THOMAS ALLEN	38
EDMUNDS STREET CONDO ASSOC.	8	SEMI-ANNUAL 93	300.00	PATRICK J. LEVAR	45
FARWELL COURTS CONDOMINIUM	9	SEMI-ANNUAL 93	337.50	JOE MOORE	49
GRANVILLE BEACH CONDO. ASSN.	312	SEMI-ANNUAL 93	7,766.12	MARY ANN SMITH	48
GRANVILLE COURTS CONDO. ASSOC.	256	SEMI-ANNUAL 93	4,386.00	PATRICK J O'CONNOR	40
HARBOR HOUSE CONDO. ASSN.	278	SEMI-ANNUAL 93	7,680.00	BERNARD J. HANSEN	44
HIGGINS MANOR CONDOMINIUM	8	SEMI-ANNUAL 93	288.00	BRIAN G. DOHERTY	41
HOWE COURT CONDOMINIUM ASSN.	17	SEMI-ANNUAL 93	637.50	CHARLES BERNARDINI	43
IVY COURTE CONDOMINIUM ASSOC.	36	SEMI-ANNUAL 93	858.00	BERNARD L. STONE	50
JANIS COURTS ASSOCIATION	18	SEMI-ANNUAL 93	675.00	CAROLE BIALCZAK	30
JARVIS COURT CONDO ASSN.	22	SEMI-ANNUAL 93	825.00	JOE MOORE	49
KENNELLEY SQUARE CONDO ASSOC.	268	SEMI-ANNUAL 93	5,880.00	CHARLES BERNARDINI	43
KENTON BUILDING CORPORATION	6	SEMI-ANNUAL 93	225.00	FRANK OLIVO	13
KEYSTONE MANOR CONDOMINIUM	18	SEMI-ANNUAL 93	675.00	PATRICK J. LEVAR	45
KINGS CORNER CONDOMINIUM	6	SEMI-ANNUAL 93	225.00	PATRICK J. LEVAR	45
LAKE POINT TOWER CONDO. ASSN.	874	SEMI-ANNUAL 93	32,340.00	BURTON F. NATARUS	42
LAKESIDE PLACE CONDO ASSOC.	33	SEMI-ANNUAL 93	699.00	MARY ANN SMITH	48
LECOUR CONDOMINIUM	27	SEMI-ANNUAL 93	1,012.50	PATRICK J. LEVAR	45
LEXINGTON HOUSE CONDO	11	SEMI-ANNUAL 93	412.50	BRIAN G. DOHERTY	41
LIFESTYLE 2 CONDOMINIUM	6	SEMI-ANNUAL 93	225.00	JOE MOORE	49
LUNT AVENUE CONDOMIUM AND	38	SEMI-ANNUAL 93	1,425.00	JOE MOORE	49
LUNT-LAKE APARTMENT TRUST	88	SEMI-ANNUAL 93	2,748.00	JOE MOORE	49
MANSARD HOUSE CONDOMINIUM	24	SEMI-ANNUAL 93	900.00	BRIAN G. DOHERTY	41
MARINA TOWERS CONDO ASSOC	896	SEMI-ANNUAL 93	32,640.00	BURTON F. NATARUS	42
MICHIGAN BUILDING CORPORATION	20	SEMI-ANNUAL 93	750.00	BURTON F. NATARUS	42
NEENAH MANOR CONDO ASSOCIATION	17	SEMI-ANNUAL 93	637.50	WILLIAM JP BANKS	36
NORTH DAMEN SQUARE CONDO ASSOC	38	SEMI-ANNUAL 93	1,312.00	PATRICK J O'CONNOR	40
NORTHWEST POINT CONDO ASSOC. N.	42	SEMI-ANNUAL 93	1,575.00	BRIAN G. DOHERTY	41
NORTHWEST TERRACE CONDO BLDG	28	SEMI-ANNUAL 93	1,050.00	BRIAN G. DOHERTY	41

CITY OF CHICAGO
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 11/30/94

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE	AMOUNT OF REBATE	******** SPONSOR **********	
NORTHWEST TERRACE CONDO. #2	28	SEMI-ANNUAL 93	1,050.00	BRIAN G. DOHERTY	41
NORWOOD PLACE CONDOMINIUM ASSN	9	SEMI-ANNUAL 93	337.50	BRIAN G. DOHERTY	41
NOTTINGHAM MANOR CONDO ASSOC.	8	SEMI-ANNUAL 93	300.00	WILLIAM JP BANKS	36
OLMSTED CONDOMINIUM ASSOC.	9	SEMI-ANNUAL 93	337.50	BRIAN G. DOHERTY	41
ONE EAST SCOTT CONDO. ASSOC.	240	SEMI-ANNUAL 93	4,206.00	BURTON F. NATARUS	42
ONE MAGNIFICENT MILE CONDO.	182	SEMI-ANNUAL 93	4,341.55	BURTON F. NATARUS	42
PARK CASTLE CONDOMINIUM ASSN.	69	SEMI-ANNUAL 93	2,382.00	BERNARD L. STONE	50
PARK GABLES APT HOMES INC.	75	SEMI-ANNUAL 93	2,340.00	BERNARD L. STONE	50
PARK TOWER CONDO. ASSOCIATION	728	SEMI-ANNUAL 93	11,514.00	MARY ANN SMITH	48
PRATT SHORE CONDO ASSC.	28	SEMI-ANNUAL 93	828.00	JOE MOORE	49
RIDGEMOOR ESTATES CONDO	44	SEMI-ANNUAL 93	1,157.60	THOMAS ALLEN	38
RIDGEMOOR WEST CONDOS	10	SEMI-ANNUAL 93	375.00	THOMAS ALLEN	38
RIDGEMOORE ESTATES CONDO IV	44	SEMI-ANNUAL 93	1,446.00	THOMAS ALLEN	38
RITCHIE TOWER CONDOMINIUM	108	SEMI-ANNUAL 93	3,360.00	CHARLES BERNARDINI	43
RIVIERA CONDOMINIUM	18	SEMI-ANNUAL 93	675.00	JOE MOORE	49
ROSEDALE CONDOMINIUM ASSN.	14	SEMI-ANNUAL 93	432.00	PATRICK J. LEVAR	45
STANFORD COURTS HOMEOWNERS	80	SEMI-ANNUAL 93	1,650.00	PATRICK J O'CONNOR	40
STONE TERRACE CONDO ASSOC.	10	SEMI-ANNUAL 93	375.00	BERNARD L. STONE	50
THE EDISONAIRE CONDOMINIUMS	8	SEMI-ANNUAL 93	300.00	BRIAN G. DOHERTY	41
THE PLAZA ON DEWITT COND ASSC	407	SEMI-ANNUAL 93	8,394.00	BURTON F. NATARUS	42
THE WELLINGTON CONDOMINIUM	106	SEMI-ANNUAL 93	3,183.60	BERNARD J. HANSEN	44
THIRTY EAST ELM CONDO ASSOC.	122	SEMI-ANNUAL 93	1,142.85	BURTON F. NATARUS	42
WATERFORD CONDO ASSOC., INC.	252	SEMI-ANNUAL 93	6,747.75	HELEN SHILLER	46
WILSON COURT CONDOMINIUM	20	SEMI-ANNUAL 93	750.00	PATRICK J. LEVAR	45
WINDER LANE CONDO ASSOCIATION	48	SEMI-ANNUAL 93	1,128.00	PATRICK J. LEVAR	45
WINDSOR POINT CONDOMINIUM ASSN	24	SEMI-ANNUAL 93	900.00	PATRICK J. LEVAR	45
WINSTON TOWERS #5 CONDO ASSOC	218	SEMI-ANNUAL 93	2,850.00	BERNARD L. STONE	50
105 N. PINE CONDOMINIUM	8	SEMI-ANNUAL 93	300.00	SAM BURRELL	29
1100 N. LAKE SHORE DRIVE CONDO	76	SEMI-ANNUAL 93	1,578.00	BURTON F. NATARUS	42
1110 N. LAKE SHORE DRIVE	74	SEMI-ANNUAL 93	2,604.00	BURTON F. NATARUS	42
1150 CONDOMINIUM ASSOCIATION	247	SEMI-ANNUAL 93	1,920.00	BURTON F. NATARUS	42
1200 CONDOMINIUM ASSOCIATION	55	SEMI-ANNUAL 93	1,225.00	BURTON F. NATARUS	42
1212 LAKE SHORE DRIVE CONDO.	180	SEMI-ANNUAL 93	5,400.00	BURTON F. NATARUS	42
1242 LAKE SHORE DRIVE CORP.	35	SEMI-ANNUAL 93	1,312.50	BURTON F. NATARUS	42
132 DELAWARE PLACE CONDO. ASSN.	106	SEMI-ANNUAL 93	1,112.65	BURTON F. NATARUS	42
200 E. DELAWARE CONDO ASSOC.	189	SEMI-ANNUAL 93	6,300.00	BURTON F. NATARUS	42
2007 N. SEDGWICK CONDOMINIUM	40	SEMI-ANNUAL 93	1,500.00	CHARLES BERNARDINI	43
2016 CLEVELAND CONDO ASSOC.	7	SEMI-ANNUAL 93	262.50	CHARLES BERNARDINI	43
2020 LINCOLN PARK WEST CONDO.	433	SEMI-ANNUAL 93	7,200.00	CHARLES BERNARDINI	43
2127-31-35 HARLEM AVE CONDO.	33	SEMI-ANNUAL 93	384.00	WILLIAM JP BANKS	36
2147 N. HARLEM BLDG. ASSN.	12	SEMI-ANNUAL 93	450.00	WILLIAM JP BANKS	36
220 E/ WALTON CONDO. ASSN.	19	SEMI-ANNUAL 93	712.50	BURTON F. NATARUS	42
2333 N. GENEVA TERRACE CONDO	20	SEMI-ANNUAL 93	750.00	CHARLES BERNARDINI	43
2800 LAKE SHORE DR. CONDO	657	SEMI-ANNUAL 93	9,752.40	BERNARD J. HANSEN	44
3150 CONDOMINIUM	204	SEMI-ANNUAL 93	3,155.00	BERNARD J. HANSEN	44

C I T Y O F C H I C A G O
COMMITTEE ON CLAIMS AND LIABILITY
REFUSE REBATE COUNCIL ORDERS--PASSED

MEETING DATE 11/30/94

CONDOMINIUM/ COOPERATIVE NAME	NO. OF ELGIBLE UNITS	TYPE	AMOUNT OF REBATE	******* SPONSOR ******************	
3150 N. ODELL CONDO ASSOC.	9	SEMI-ANNUAL 93	337.50	WILLIAM JP BANKS	36
3821 N. NARRAGANSETT CONDO.	9	SEMI-ANNUAL 93	337.50	THOMAS ALLEN	38
3950 NORTH LAKE SHORE DRIVE	658	SEMI-ANNUAL 93	14,550.00	HELEN SHILLER	46
40 EAST CEDAR CONDO ASSOC.	75	SEMI-ANNUAL 93	1,860.00	BURTON F. NATARUS	42
4343 CLARENDON CONDO ASSOC	450	SEMI-ANNUAL 93	4,620.00	HELEN SHILLER	46
4414-16 N. ASHLAND CONDO.	16	SEMI-ANNUAL 93	600.00	EUGENE C. SCHULTER	47
515 WRIGHTWOOD CONDO ASSOC.	78	SEMI-ANNUAL 93	2,029.38	CHARLES BERNARDINI	43
6-12 SCOTT COOPERATIVE APTS.,	14	SEMI-ANNUAL 93	525.00	BURTON F. NATARUS	42
6247-49 N. GLENWOOD CONDO. ASSN	6	SEMI-ANNUAL 93	225.00	JOE MOORE	49
6500 NORTH RIDGE CONDO. ASSN.	22	SEMI-ANNUAL 93	560.00	BERNARD L. STONE	50
6831 NORTHWEST HIGHWAY ASSN.	6	SEMI-ANNUAL 93	225.00	BRIAN G. DOHERTY	41
720 GORDON TERFACE CONDO. ASSN.	270	SEMI-ANNUAL 93	6,451.71	HELEN SHILLER	46
73 EAST ELM CONDO ASSOC.	48	SEMI-ANNUAL 93	1,800.00	BURTON F. NATARUS	42
8734 W. SUMMERDALE CONDOMINIUM	6	SEMI-ANNUAL 93	225.00	BRIAN G. DOHERTY	41
900-10 LAKE SHORE DRIVE CONDO	524	SEMI-ANNUAL 93	13,517.04	BURTON F. NATARUS	42

(Continued from page 62580)

On motion of Alderman Burke, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amounts to be paid in full as follows, and charged to Account No. 314-99-2005-9148-0938;

[List of claimants referred to in this order printed on page 62585 of this Journal.]

Do Not Pass -- SUNDRY CLAIMS FOR VARIOUS REFUNDS.

The Committee on Finance submitted the following report:

CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Your Committee on Finance, Small Claims Division, to which was

(Continued on page 62586)

COMMITTEE ON FINANCE
SMALL CLAIMS, CITY OF CHICAGO
SEWER REBATE JOURNAL

NAME	PIN NUMBER	ALDERMAN	AMOUNT
AMBRULAVICH, HELEN T.	17-05-309-063-0000	01 MAZOLA	50.00
BARNETT, JOYCE L.	13-11-200-040-1017	39 LAURINO	50.00
BARTZ, GENEVIEVE H.	13-09-328-062-1013	45 LEVAR	50.00
BEASELEY, ELIZABETH L.	20-11-206-058-0000	04 PRECKWINKLE	50.00
BEASLEY, ELIZABETH L.	20-11-206-058-0000	04 PRECKWINKLE	50.00
BECKER, NETTIE	14-21-101-634-1128	46 SHILLER	50.00
CLARKE, JOHN D.	14-16-305-021-1039	46 SHILLER	50.00
COLEMAN, THELMA	13-15-404-038-1008	30 BIALCZAK	50.00
D'ANDREA, EMILIA	9-36-419-109-1028	41 DOHERTY	50.00
DAWSON, ERMA	20-23-125-005-0000	05 BLOOM	50.00
DEVOE, CARL	14-21-101-016-0000	46 SHILLER	50.00
DUBIN, EUGENE A.	14-21-106-017-0000	46 SHILLER	50.00
EHRLICH, RUTH	14-16-301-041-1016	46 SHILLER	50.00
GOLDBERG, JEANNE	14-16-301-041-1767	46 SHILLER	50.00
HEARNS, CLEOPATRA E.	20-34-413-024-0000	06 STEELE	50.00
HODOR, ARTHUR V.	12-11-119-025-1028	41 DOHERTY	50.00
LOWE, LOUISE	20-23-124-019-0000	05 BLOOM	50.00
MCEVILLY, LORRAINE M.	9-36-111-034-1006	41 DOHERTY	50.00
ROTTMAN, BETTY J.	11-31-301-026-0000	50 STONE	50.00
RUSSELL, ALMA V.	20-11-114-068-1002	04 PRECKWINKLE	50.00
SCHWARTZ, GERTRUDE	14-16-301-041-1555	46 SHILLER	50.00
SIDEMAN, ARDYTH	17-03-202-063-1135	42 NATARUS	50.00
TURNER, DOUGLASS R.	20-11-300-028-1005	04 PRECKWINKLE	50.00
WACHTEL, MILDRED	14-16-301-041-1800	46 SHILLER	50.00
WARD, COLLETTER C.	20-34-413-012-0000	06 STEELE	50.00
WILLIAMS, ELLA M.	14-16-301-041-1370	46 SHILLER	50.00
		* TOTAL AMOUNT	1,300.00

(Continued from page 62584)

referred on November 6, 1992 and on subsequent dates, sundry claims as follows:

Barba, Kimberly

Brown, Betty

Butts, Lorie

Carter, Marzena

Davis, Steven

Drew, Lynette Renee

Drucker, Michelle Lynne

Dunn, Sandra and Nationwide Insurance Company

Giovingo, Cheryl

Hardy, Elliott and State Farm Insurance Company

Henson, Jeffrey

Huff, Roger William

Illinois Bell Telephone Company

Kim, Sunghee

Krupowicz, Zbigniew

Lovell, King and Allstate Insurance Company

Michon, Gary S.

Montgomery, Jerome

Olusevi, Temtope

Paley, Burton E.

Ramirez, Javier

Reid, Alice and Colonial Penn Insurance Company

Sidney, Rolanda

Smith, Jessie and American Ambassador Casualty Company

Stack, Michael

Thomas, Daniel,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

Do Not Pass -- SUNDRY CONDOMINIUM REFUSE REBATE CLAIMS.

The Committee on Finance submitted the following report:

CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Your Committee on Finance, Condominium Refuse Rebate Division, to which was referred on October 5, 1994 and subsequent dates, sundry claims as follows:

Ward	Condo/Co-Op Name	Period	Date Submitted	Amount
40th	1427 -- 1429 Rosemont Condominium	92-C	10-5-94	$540.00
40th	1427 -- 1429 Rosemont Condominium	91-B	10-5-94	$102.00
40th	Wrigleyville Condominium Association	93-C	10-5-94	$444.00

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

Do Not Pass -- CLAIM FOR SEWER REBATE.

The Committee on Finance submitted the following report:

CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Your Committee on Finance, Sewer Rebate Division, to which was referred on October 5, 1994 a claim by Colleen Pruim, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claim for payment.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

Placed On File -- REPORT OF SETTLEMENT OF SUITS AGAINST CITY DURING MONTH OF OCTOBER, 1994.

The Committee on Finance submitted the following report:

CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration an order transmitting a list of various cases in which judgments were entered or cases settled during the month of October, 1994, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the list of cases transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and said list of cases was *Placed on File.*

Placed On File -- APPLICATIONS FOR CITY OF CHICAGO CHARITABLE SOLICITATION (TAG DAY) PERMITS.

The Committee on Finance submitted the following report:

CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Your Committee on Finance, having had under consideration three (3) applications for City of Chicago charitable solicitation (tag day) permits:

A. Easter Seal Society of Metropolitan Chicago
May 12 and 13, 1995 -- citywide;

B. Boys and Girls Clubs of Chicago
May 12 and 13, 1995 -- citywide; and

C. Junior Cancer League
April 28, 1995 and May 26, 1995 -- citywide,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the applications transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Chairman.

On motion of Alderman Burke, the committee's recommendation was *Concurred In* and said applications were *Placed on File.*

COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

AUTHORIZATION FOR ACCEPTANCE OF MINORITY HEALTH COALITION ENHANCEMENT GRANT FROM UNITED STATES DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF MINORITY HEALTH, TO FUND PREVENTIVE HEALTH SERVICES.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing the acceptance of a grant from the United States Department of Health and Human Services, Office of Minority Health, necessary to fund preventive health services, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

On motion of Alderman Dixon, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") by and through its Department of Health (the "Department") has been awarded Minority Community Health Coalition Enhancement grant funds (the "Grant Funds") by the United States Department of Health and Human Services Office of Minority Health; and

WHEREAS, The Department will use the Grant Funds to provide preventive health services in the areas of physical fitness and nutrition in largely Hispanic communities in the City (the "Program"); now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The sum of $75,000 not previously appropriated representing Grant Funds is hereby appropriated from Fund 925 -- Grant Funds for the Year 1994 for the purpose described in the preamble.

SECTION 2. The Comptroller is hereby directed to disburse the Grant Funds received as required to carry out the purpose of the Program.

SECTION 3. This ordinance shall take effect upon its passage and approval.

AMENDMENT TO YEAR XX COMMUNITY DEVELOPMENT BLOCK GRANT ORDINANCE FOR IMPLEMENTATION OF HOUSING ABANDONMENT PREVENTION PROGRAM.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing an amendment to the Year XX Community Development Block Grant Ordinance necessary to implement the Housing Abandonment Prevention Program ("H.A.P.P."), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

On motion of Alderman Dixon, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exists within the City a substantial number of apartment buildings which are in danger of abandonment because of dangerous and hazardous conditions, and the abandonment of such buildings would be harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The City's Department of Housing ("D.O.H.") has established the Housing Abandonment Prevention Program (the "H.A.P.P. Program") in an effort to reduce the number of such buildings which are in danger of abandonment; and

WHEREAS, The H.A.P.P. Program is administered by D.O.H. and D.O.H. desires to revise the H.A.P.P. Program to create a pilot program which will provide, among other things, for the issuance of receiver's certificates to one or more qualified financial institutions selected by D.O.H. (the "Institutions") that have assisted in financing certain repairs to such buildings and for the purchase by the City of such certificates from such Institutions; and

WHEREAS, The City has programmed $1,250,000 of Community Development Block Grant funds ("C.D.B.G. Funds") for the H.A.P.P. Program in Program Year XX, and D.O.H. proposes to change the description of the use of funds under the H.A.P.P. Program contained in the Final Statement on Community Development Objectives and Projected Use of Funds (the "Final Statement") so that such description shall correspond to the use of such funds under the revised H.A.P.P. Program; and

WHEREAS, The regulations issued by the United States Department of Housing and Urban Development ("H.U.D.") and governing the use of C.D.B.G. Funds require, at 24 C.F.R. Section 570.305, that the City provide citizens notice of, and opportunity to comment on, the proposed changes to the Final Statement, and such notice and opportunity were provided through a meeting of the Community Development Advisory Council held on October 18, 1994 at which no comments to the proposed changes were received; and

WHEREAS, Pursuant to an ordinance (the "Year XX C.D.B.G. Appropriation Ordinance") enacted on November 17, 1993 and published at pages 42876 through 42968 of the Journal of the Proceedings of the City Council of the City (the "City Council") of said date, the City Council approved the submission by the City to H.U.D. for C.D.B.G. funds, Year XX, for the uses described in the Estimates of Community Development Block Grant Funding for Year XX, January 1, 1994 through December 31, 1994 (the "Funding Statement"); and

WHEREAS, In connection with the revisions to the H.A.P.P. Program, D.O.H. desires to amend the reference to the H.A.P.P. Program contained in the Funding Statement; and

WHEREAS, In connection with the H.A.P.P. Program, D.O.H. desires to enter into a Housing Abandonment Prevention Program Financing Agreement (the "Financing Agreement") with one or more Institutions under which the Institutions shall assist in financing the repairs on selected buildings in the City under the H.A.P.P. Program; and

WHEREAS, In connection with the H.A.P.P. Program, the City by separate ordinance (the "Financing Agreement Ordinance") proposes to authorize D.O.H. to enter into a Financing Agreement with one or more Institutions; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. The Year XX C.D.B.G. Appropriation Ordinance, as amended, is hereby further amended by striking the words and figures and inserting the words and figures indicated in the attached Exhibit A.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 4. This ordinance shall be effective as of the date of its passage or, if later, the effective date of passage of the Financing Agreement Ordinance.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Amendments To The Year XX Community Development Block Grant Ordinance.

Code	Department And Item	Strike No.	Strike Amount	Insert No.	Insert Amount
Fund 693 Block Grant Year XX Fund	Community Development				
	Department Of Housing				
	Housing Abandonment Prevention Loans				
21/1005 .9103	Rehabilitation Loans and Grants		$1,250,000		
	Department Of Housing				
	Housing Abandonment Prevention Program				
21/1005 .9103	Purchase of Receiver's Certificates				$1,250,000

AMENDMENT OF TITLE 10, CHAPTER 28 OF MUNICIPAL CODE OF CHICAGO BY ASSIGNMENT OF CERTAIN FUNCTIONS TO DEPARTMENT OF REVENUE.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing an amendment to the Municipal Code of Chicago in various sections of Title 10 relating to the assignment of specific functions to the Department of Revenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

On motion of Alderman Dixon, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Section 10-28-020 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

10-28-020 Removal Of Street Obstructions.

The [commissioner of transportation or the commissioner of streets and sanitation] *director of revenue* is hereby authorized to order any article or thing whatsoever which may encumber or obstruct any public way, public landing, wharf or pier within the city to be removed. If such article or thing shall not be removed within six hours after notice to the owner or person in charge thereof to remove the same, or if the owner cannot be readily found for the purpose of such notice, the commissioner of transportation or the commissioner of streets and sanitation shall cause the same to be removed to some suitable place, to be designated by the said commissioner. The owner of any article so removed shall be subject to a penalty of not more than $10.00 in addition to the costs of such removal.

Any article or thing which may be removed in accordance with this section, if of sufficient value to more than pay the expenses thereof, shall be advertised 10 days and, unless the same shall be reclaimed and the penalty and costs paid by the owners thereof, shall be sold by the department of [transportation] *revenue*. The proceeds of such sale shall be paid into the city treasury, and the balance, if any, after deducting the penalty and costs, shall be paid to any person furnishing satisfactory proof of ownership.

SECTION 2. Section 10-28-050 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

10-28-050 Maintenance Of Stands.

It shall be unlawful for any person to erect, place or maintain in, upon or over any public way or other public place in the city, any fruit and, shoeshining stand, flower stand, vegetable stand, lunch wagon, table, box, bin or any other arrangement or structure for the display or sale of goods, wares or merchandise, or for the pursuit of any occupation whatsoever unless a permit for the same shall be obtained from the [superintendent of compensation] *director of revenue;* provided, that the [superintendent of compensation] *director of revenue* shall issue no such permits except for the purpose of exhibiting for sale daily newspapers, within such districts as are or have been designated by the city council.

SECTION 3. Section 10-28-060 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

10-28-060 Barber Poles And Temporary Signs.

The [superintendent of compensation] *director of revenue* may issue permits for the erection of any cloth signs over sidewalk space, or for barber poles attached to a building upon the following conditions:

A written application shall be filed by the applicant for such permit with the [superintendent of compensation] *director of revenue,* together with the written consent of the property owner to whose property the sign or barber pole is to be attached.

The applicant shall pay to the department of revenue the following fees at the time of filing such application: For each barber pole or sign the sum of $10.00; for each canvas or cloth sign the sum of $2.00.

Permits for the cloth signs shall be for a period of 60 days or fraction thereof, and may be renewed for a further period of 60 days, provided the same is maintained in a safe and sanitary condition, and provided such renewal shall be only upon the approval of the commissioner of transportation.

No permit shall be issued for a barber pole or a temporary sign, except upon the written approval of the alderman of the ward in which said sign or barber pole is to be erected.

Permits for barber poles or temporary signs shall be subject to revocation at any time by the [superintendent of compensation] *director of revenue,* and shall be revoked by the [superintendent of compensation] *director of revenue* in all cases where the commissioner of transportation determines that the barber pole or temporary sign interferes with use of the public way, has become hazardous to persons using the public way, or will interfere with work performed on the public way.

Any person that shall violate or shall refuse, neglect or fail to comply with the provisions of this section shall be fined not less than $20.00 nor more than $100.00 for each offense.

SECTION 4. Section 10-28-064 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

10-28-064 Advertising Signs.

Except as specifically permitted by this code, no person shall place, install or knowingly maintain on the surface of the public way [an advertising] *any* sign [, as defined in Section 10-28-066] or a structure or device to which such [an advertising] *a* sign is affixed. Any such [advertising] sign, structure or device that is placed, installed or

maintained on the public way in violation of this section is hereby declared a public nuisance and may be removed at any time by the [commissioner of transportation] *director of revenue* at the expense of the person responsible for the violation.

Any person who violates this section shall be subject to a fine of not less than $50.00 and not more than $200.00 for each offense. Each day that such violation occurs shall be considered a separate offense.

SECTION 5. Section 10-28-260 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

10-28-260 Revocation Of Permit.

If any person who has obtained a permit under the foregoing requirements of this chapter relating to canopies and marquees, shall fail or neglect to comply with the provisions thereof, such permit may be revoked by the [superintendent of compensation] *director of revenue*, and it shall be revoked by him in all cases where the commissioner of transportation determines that the permitted canopy or marquee interferes with the use of the public way, has become hazardous to persons using the public way, or will interfere with work performed on the public way.

SECTION 6. Section 10-28-270 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

10-28-270 Permit Required.

No awnings shall be erected, constructed or maintained so as to extend over the surface of any public way, until a permit therefor is issued by the [buildings commissioner] *director of revenue*. The fee for such permit shall be $1.00.

SECTION 7. Section 10-28-360 of the Municipal Code of Chicago is hereby amended be deleting the language bracketed and inserting the language in italics, as follows:

10-28-360 Permit Required.

It shall be unlawful for any person to erect, locate, construct, or maintain any vehicle weighing scale in any public way or other public place without first obtaining authority so to do from the city council, and a permit from the [superintendent of compensation] *director of revenue*.

No such permit shall be issued upon order of the city council until application therefor has been made and approved, bond has been filed, and deposit made as herein required, and no such permit shall be issued for a longer period than 10 years.

SECTION 8. Section 10-28-370 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

10-28-370 Application -- Specifications.

Application for such permit shall be made to the [superintendent of compensation] *director of revenue* and shall contain the name and address of the applicant and the proposed location and dimensions of such scale. Such application must be approved by the commissioner of transportation.

Plans and specifications for such scale shall be filed with the commissioner of transportation and a copy thereof shall be kept on file in the office of said commissioner at all times. No permit shall be issued allowing the construction of any vehicle weighing scale until such plans and specifications shall have been first approved by said commissioner of transportation.

SECTION 9. Section 10-28-380 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

10-28-380 Bond Required.

Plans and specifications shall be accompanied by a good and sufficient bond executed by the grantee, running to the city, in the penal sum of $10,000.00, with sureties to be approved by the [commissioner of transportation] *director of revenue*, conditioned upon the faithful observance of each and every condition and provision of said permit, and conditioned further to indemnify, keep and save harmless the city against all liabilities, judgments, costs, damages and expenses which may in any way come against said city in consequence of the granting of said permit, or which may accrue against, be charged to, or recovered from said city from, or by reason, or on account of any act or thing done by the grantee by virtue of the authority given in said permit. Said bond and the liabilities of the sureties thereon shall be kept in force throughout the life of said permit, and if at any time during the life of said permit such bond shall not be in full force, the authority and privileges therein granted may be terminated.

SECTION 10. Section 10-28-430 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

10-28-430 Revocation Of Permit.

If any person obtaining a permit hereunder shall at any time fail or neglect to comply with the foregoing provisions of this chapter on vehicle weighing scales, such permit may be revoked by the [superintendent of compensation] *director of revenue,* and shall be revoked by the [superintendent of compensation] *director of revenue* in all cases where the commissioner of transportation determines that the permitted scale interferes with the use of the public way, has become hazardous to persons using the public way, or will interfere with work performed on the public way.

SECTION 11. This ordinance shall be in full force and effect from and after its passage and approval.

AMENDMENT TO 1994 ANNUAL APPROPRIATION ORDINANCE REGARDING PAYMENT OF SETTLEMENT OF FIRE FIGHTERS' CONTRACT.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing an amendment to the 1994 Annual Appropriation Ordinance necessary for the payment of the settlement of the fire fighters' contract, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

On motion of Alderman Dixon, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, On November 16, 1994, the City Council of the City of Chicago ratified and authorized execution of a collective bargaining agreement between the City of Chicago and the International Association of Fire Fighters, Local Union No. 2 (the "Union"), for the period beginning January 1, 1992, and ending June 30, 1995, governing terms and conditions of employment in certain positions in the Chicago Fire Department; and

WHEREAS, In order to meet its obligations under the collective bargaining agreement, the City is required to expend funds in addition to those appropriated for the Fire Department for the year 1994; and

WHEREAS, The sum of $26,647,575 not previously appropriated for the year 1994, representing additional surplus from prior years, has become available for appropriation from Fund 100 -- Corporate Fund; and

WHEREAS, The sum of $40,647,575 not previously appropriated from Fund 395 -- Judgment Tax Fund for the year 1994, representing an equity transfer of surplus revenues and other funds otherwise appropriated for the Fire Department from Fund 100 -- Corporate Fund, has become available for appropriation from Fund 395 -- Judgment Tax Fund; and

WHEREAS, The sum of $490,049 not previously appropriated for the year 1994, representing additional revenues from the operation of Chicago Midway Airport, has become available for appropriation from Fund 610 -- Midway Airport Fund; and

WHEREAS, The sum of $998,501 not previously appropriated for the year 1994, representing additional revenues from the operation of Chicago O'Hare International Airport, has become available for appropriation from Fund 740 -- Chicago O'Hare International Airport Revenue Fund; and

WHEREAS, The foregoing supplemental funds are sufficient, when added to funds previously appropriated for the Fire Department, to allow the City to meet its additional financial obligations in the amount of $42,136,125 under the collective bargaining agreement with the Union; and

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The management of its finances is a matter pertaining to the government and affairs of the City of Chicago; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The sum of $26,647,575 not previously appropriated for the year 1994 is hereby appropriated from Fund 100 -- Corporate Fund.

SECTION 2. The sum of $490,049 not previously appropriated for the year 1994 is hereby appropriated from Fund 610 -- Midway Airport Fund.

SECTION 3. The sum of $998,501 not previously appropriated for the year 1994 is hereby appropriated from Fund 740 -- Chicago O'Hare International Airport Revenue Fund.

SECTION 4. The sum of $40,647,575 not previously appropriated for the year 1994 is hereby appropriated from Fund 395 -- Judgment Tax Fund.

SECTION 5. The Annual Appropriation Ordinance for the Year 1994, as amended, is hereby further amended by striking the words and figures and by inserting the words and figures indicated in the attached Exhibit A.

SECTION 6. This ordinance shall be in full force and effect from and after its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Amendments To The 1994 Annual Appropriation Ordinance, As Amended.

Fund. 100 -- Corporate Fund.

Code	Department And Item	Strike Amount	Add Amount
	Estimates of Assets and Liabilities as of January 1, 1994, and Estimates of the amount of such Assets and Revenue which are appropriable for the year 1994.		
	Estimates of January 1, 1994.		
	Surplus (net of current assets)	$ 37,361,000	$ 64,008,575
	Total Appropriable for Charges and Expenditures	1,826,642,000	1,853,289,575
	Fire Department 59-2005		
.0005	Salaries and Wages -- On Payroll	217,827,693	203,827,693
	Finance General 99-2005		
.0998	Equity Transfer Out	0	40,647,575

Fund. 395 -- Judgment Tax Fund.

Code	Department And Item	Strike Amount	Add Amount
	Estimates of Assets and Liabilities as of January 1, 1994, and Estimates of the amount of such Assets and Revenue which are appropriable for the year 1994.		
	Equity Transfer In	$ 0	$40,647,575
	Total Appropriable for Charges and Expenditures (exclusive of Liabilities at January 1, 1994)	30,476,000	71,123,575
	Finance General 99-2005		
.0904	For Payments of Judgments	27,885,000	68,532,575

Fund. 610 -- Midway Airport Fund.

Code	Department And Item	Strike Amount	Add Amount
	Estimates of Assets and Liabilities as of January 1, 1994, and Estimates of the amount of such Assets and Revenue which are appropriable for the year 1994.		

Code	Department And Item	Strike Amount	Add Amount
	Estimates of January 1, 1994.		
	Total Appropriable for Charges and Expenditures	$33,635,376	$34,125,425
	Fire Department 59-2005		
.0005	Salaries and Wages -- On Payroll	3,478,680	3,968,729

Fund. 740 -- Chicago O'Hare International Airport Revenue Fund.

	Estimates of Assets and Liabilities as of January 1, 1994, and Estimates of the amount of such Assets and Revenue which are appropriable for the year 1994.		
	Estimates of January 1, 1994.		
	Total Appropriable for Charges and Expenditures	$450,538,000	$451,536,501
	Fire Department 59-2005		
.0005	Salaries and Wages -- On Payroll	8,311,428	9,309,929

AUTHORIZATION FOR TRANSFER OF YEAR 1994 FUNDS WITHIN COMMITTEE ON AVIATION.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a transfer of funds for the year 1994 within the City Council Committee on Aviation, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

On motion of Alderman Dixon, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The City Comptroller and the City Treasurer are authorized and directed to make the following transfer of funds for the year 1994. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during the year 1994 payable from such appropriations:

FROM:

Purpose	Fund	Code Department	Account	Amount
For Personal Service	100	15-2220	0000	$5,500.00

TO:

Purpose	Fund	Code Department	Account	Amount
For Contingencies	100	15-2220	0700	$5,500.00

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet necessary obligations in the City Council Committee on Aviation during the year 1994.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

AMENDMENT TO 1995 ANNUAL APPROPRIATION ORDINANCE.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a series of amendments to the 1995 Annual Appropriation Ordinance and, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

On motion of Alderman Dixon, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution, and as such

may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The management of its finances is a matter pertaining to the government and affairs of the City of Chicago; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Annual Appropriation Ordinance for the Year 1995, as amended, is hereby further amended by striking the words and figures indicated and inserting the words and figures indicated, as indicated in the attached Exhibit "A".

SECTION 2. This ordinance shall take effect after its passage and publication.

[Amendments to Schedule F contained in Exhibit "A" referred to in this ordinance printed on pages 62623 through 62624 of this ordinance.]

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Amendments To The 1995 Annual Appropriation Ordinance, As Amended.

Fund 100 -- Corporate Fund.

Page	Code	Department And Item	Strike No.	Strike Amount	Add No.	Add Amount
Estimated Revenue for 1995:						
		Charges For Current Services:				
		Other Charges For Service		8,850,000		10,350,000

Estimated Revenue for 1995:

Page	Code	Department And Item	Strike No.	Strike Amount	Add No.	Add Amount
		Department Of Law-31				
		Department Of Law -- 2005				
	.0145	Legal Expenses				$1,500,000
		Department Of General Services -- 38				
		Bureau of Administrative Services -- 2007				
		Finance and Administration -- 3010				
		Contracts/Central Ordering-4014				
	1342	Personnel Assistant III	1	29,616		
	1482	Contract Review Specialist II			1	29,616
		Department Of Fleet Management -- 40				
		Department Of Fleet Management -- 2035				
		Maintenance Operation -- 3065				

Page	Code	Department And Item	Strike No.	Strike Amount	Add No.	Add Amount
	7047	Manager -- Vehicle Maintenance			6	$ 48,108
	7048	Manager -- O'Hare Vehicle Operations	6	$ 48,108		
		Department Of Police -- 57				
		Department Of Police -- 1005				
		Records Section -- 3051				
		Records Inquiry Section -- 4203				
	0664	Data Entry Operator			5	21,048
		Less Turnover		21,422,906		21,528,146
		Fire Department -- 59				
		Fire Department -- 2005				
		Administration -- 3005				
		Headquarters Administration -- 4005				
	8720	Director of Media Affairs -- Fire	1	72,426	1	76,008
	8757	Governmental Affairs Officer	1	91,974	1	94,716

Page	Code	Department And Item	Strike No.	Strike Amount	Insert No.	Insert Amount
	8762	Affirmative Action Officer -- C.F.D./ Assistant Commissioner	1	$83,622	1	$87,756
	8768	Executive Assistant	1	91,974	1	94,716
	8782	Director of Fire Safety	1	83,662	1	87,756
	8783	Fire Ombudsman	1	83,662	1	87,756
		Records -- 4046				
	8758	Deputy District Chief (Assigned As Commanding Officer)	1	86,112	1	87,756
		Air Rescue -- 4060				
	8758	Deputy District Chief (Assigned As Commanding Officer)	1	86,112	1	87,756
		Fire Suppression And Rescue -- 3010				
		Field Operations -- 4025				
	8764	Deputy District Chief	27	86,112	23	86,112
	8764	Deputy District Chief			2	82,044
	8764	Deputy District Chief			2	78,294
		Training -- 4030				
	8774	Director of Training	1	91,974	1	94,716
	8775	Assistant Director of Training	1	83,622	1	87,756

Page	Code	Department And Item	Strike No.	Strike Amount	Insert No.	Insert Amount
		Fire Prevention -- 3015				
	8714	Coordinator of Fire Awareness	1	$83,622	1	$87,756
	8763	District Chief	1	94,716	1	78,294
		Fire Department -- 59				
		Fire Department -- 2005				
		Bureau of Administrative Services -- 3020				
		Employee/Labor Relations -- 4036				
	8752	Director of Employee Relations	1	91,974	1	94,718
	8765	Assistant Director of Employee Relations	1	83,622	1	87,758
		Personnel -- 4050				
	8754	Director of Personnel Services	1	91,974	1	94,716
		Emergency Medical Services -- 3025				
	8746	Chief Paramedic	1	79,632	1	86,112
	8785	Deputy Chief Paramedic	3	71,034	3	76,008
		Bureau of Support Services -- 3030				

Page	Code	Department And Item	Strike No.	Strike Amount	Add No.	Add Amount
		Building and Property Maintenance -- 4076				
	8758	Deputy District Chief (Assigned as Commanding Officer)	1	$ 86,112	1	$ 87,758
		Apparatus Maintenance, Repair and Supply -- 4085				
	8772	Director of Equipment and Supplies	1	91,974	1	94,716
	8773	Assistant Director of Equipment and Supplies	1	79,674	1	83,610
		Breathing Apparatus -- 4086				
	8784	Coordinator of Air Mask Services	1	69,114	1	72,534
		Less Turnover		14,456,435		14,502,957
		Fire Department -- 59				
		Office of Emergency Preparedness and Disaster Services -- 2010				
		Administrative Services -- 3035				

Page	Code	Department And Item	Strike No.	Strike Amount	Add No.	Add Amount
	8596	Deputy Coordinator of Disaster Preparedness	1	$ 83,622	1	$ 87,756
	8786	Coordinator of Hazardous Material Program	1	83,622	1	87,756
		Department Of Buildings -- 67				
		Department Of Buildings -- 2005				
		Administration -- 3005				
	0303	Administrative Assistant III	1	35,988		
		Less Turnover		633,821		597,833
		Department Of Consumer Services -- 71				
		Department Of Consumer Services -- 2005				
		Administration -- 3005				
	0308	Staff Assistant			1	35,988
	0810	Executive Secretary II	1	35,988		

Page	Code	Department And Item	Strike No.	Strike Amount	Add No.	Add Amount
		Department Of Streets And Sanitation -- 81				
		Bureau Of Sanitation -- 2020				
		Sanitation Administration -- 3042				
		Personnel Services -- 4034				
	1301	Administrative Services Officer I	1	$39,720		
	1302	Administrative Services Officer II			1	$39,720
		Chicago Department Of Transportation -- 84				
		Bureau Of Traffic -- 2040				
		Administration -- 3040				
	1147	Data Services Administrator	1	62,604		
	3950	Director of Administrative Services			1	65,460
		Less Turnover		92,423		95,279

Page	Code	Department And Item	Strike No.	Strike Amount	Add No.	Add Amount
		Chicago Department Of Transportation -- 84				
		Bureau Of Bridge Construction And Operation -- 2050				
		Bridges Open Line Temporary Help -- 3058				
	8263	Sign Hanger				$18.26 H
	9584	Laborer				20.15 H
Fund 200 -- Water Fund.						
		Department Of Water -- 87				
		Bureau Of Water Distribution -- 2025				
		Administration -- 3090				
		Clerical Section -- 4035				
	0417	District Clerk			5	$22,116
		Repairs, Renewals and Water Leaks -- 3116				
		Repairs, Renewals and Water Leaks -- 4170				
	0169	Chief Timekeeper			2	43,812

Page	Code	Department And Item	Strike No.	Strike Amount	Add No.	Add Amount
	9407	Laborer, W.D.	183	$ 20.15 H	181	$ 20.15 H
		Less Turnover		1,232,687		1,348,679

Fund 701 -- Calumet Skyway Revenue Fund.

		Department Of Streets And Sanitation -- 81				
		Operation Of Calumet Skyway -- 2080				
		Administration -- 3161				
		Administration Support -- 4330				
	5613	Civil Engineer III	1	$48,108		
	5614	Civil Engineer IV			1	$48,108

Fund 740 -- Chicago O'Hare International Airport Revenue Fund.

Page	Code	Department And Item	Strike No.	Strike Amount	Add No.	Add Amount
		Department Of Finance -- 27				
		City Comptroller -- 2005				
		Auditing -- 3030				
	0104	Accountant IV	1	$43,812		

Page	Code	Department And Item	Strike No.	Strike Amount	Add No.	Add Amount
	0120	Supervisor of Accounting			1	$43,812
		Department Of Aviation -- 85				
		Chicago O'Hare International Airport -- 2015				
		Chicago O'Hare International Airport -- 3015				
		Finance Department -- 4410				
	1775	Records Administrator			1	48,108
	7024	Coordinator of Maintenance Repairs	1	35,988		
		Administration Facilities -- 4700				
	7024	Coordinator of Maintenance Repairs	3	32,664	2	32,664
	7024	Coordinator of Maintenance Repairs			1	35,988
		Less Turnover		3,200,872		3,216,316

STRIKE

SCHEDULE F

JANUARY 1, 1995

SALARY SCHEDULE FOR UNIFORMED
FIRE DEPARTMENT POSITIONS

CLASS GRADE		ENTRANCE RATE STEP 1 FIRST 6 MOS	STEP 2 AFTER 6 MOS	STEP 3 AFTER 18 MOS	STEP 4 AFTER 30 MOS	STEP 5 AFTER 42 MOS	STEP 6 AFTER 54 MOS	STEP 7 AFTER 10 YRS OF SERVICE	STEP 8 AFTER 15 YRS OF SERVICE	STEP 9 AFTER 20 YRS OF SERVICE	STEP 10 AFTER 25 YRS OF SERVICE	MAXIMUM RATE STEP 11 AFTER 30 YRS OF SERVICE
1	ANNUAL	33,522	35,580	37,620	39,646	41,602	43,590	45,102	46,692	48,324	50,106	51,552
	MONTHLY	2,793.50	2,965.00	3,135.00	3,295.50	3,458.50	3,632.50	3,758.50	3,891.00	4,027.00	4,175.50	4,296.00
2	ANNUAL	35,580	37,620	39,646	41,602	43,590	45,786	47,388	49,020	50,730	52,626	54,186
	MONTHLY	2,965.00	3,135.00	3,295.50	3,458.50	3,632.50	3,815.50	3,949.00	4,085.00	4,227.50	4,385.50	4,515.50
3	ANNUAL	36,096	38,124	40,062	42,000	44,106	46,302	47,892	49,524	51,234	53,124	54,708
	MONTHLY	3,008.00	3,177.00	3,338.50	3,500.00	3,675.50	3,858.50	3,991.00	4,127.00	4,269.50	4,427.00	4,559.00
3A	ANNUAL	36,804	38,880	40,860	42,834	44,994	47,226	48,852	50,526	52,278	54,186	55,782
	MONTHLY	3,067.00	3,240.00	3,405.00	3,569.50	3,749.50	3,935.50	4,071.00	4,210.50	4,356.50	4,515.50	4,648.50
4	ANNUAL	41,100	43,146	45,330	47,628	49,980	52,468	54,186	55,896	57,696	59,550	61,344
	MONTHLY	3,425.00	3,595.50	3,777.50	3,969.00	4,165.00	4,371.50	4,515.50	4,658.00	4,808.00	4,962.50	5,112.00
5	ANNUAL	46,494	48,798	51,204	53,784	56,448	59,304	61,104	62,988	64,896	66,870	68,568
	MONTHLY	3,874.50	4,066.50	4,267.00	4,482.00	4,704.00	4,942.00	5,092.00	5,249.00	5,408.00	5,572.50	5,714.00
6	ANNUAL	51,204	53,784	56,448	59,304	62,238	65,310	67,182	69,078	70,998	72,750	73,794
	MONTHLY	4,267.00	4,482.00	4,704.00	4,942.00	5,186.50	5,442.50	5,598.50	5,756.50	5,916.50	6,062.50	6,149.50
7	ANNUAL	62,832	65,850	69,114	72,426	76,026	79,674	83,622				
	MONTHLY	5,236.00	5,487.50	5,759.50	6,035.50	6,335.50	6,639.50	6,968.50				
8	ANNUAL	69,114	72,426	76,026	79,674	83,622	87,636	91,974				
	MONTHLY	5,759.50	6,035.50	6,335.50	6,639.50	6,968.50	7,303.00	7,664.50				
9	ANNUAL	76,026	79,674	83,622	87,636	91,974	96,384	101,190				
	MONTHLY	6,335.50	6,639.50	6,968.50	7,303.00	7,664.50	8,032.00	8,432.50				

ADD

SCHEDULE F

JANUARY 1, 1995

SALARY SCHEDULE FOR UNIFORMED
FIRE DEPARTMENT POSITIONS

CLASS GRADE		ENTRANCE RATE STEP 1 FIRST 6 MOS	STEP 2 AFTER 6 MOS	STEP 3 AFTER 18 MOS	STEP 4 AFTER 30 MOS	STEP 5 AFTER 42 MOS	STEP 6 AFTER 54 MOS	STEP 7 AFTER 10 YRS OF SERVICE	STEP 8 AFTER 15 YRS OF SERVICE	STEP 9 AFTER 20 YRS OF SERVICE	STEP 10 AFTER 25 YRS OF SERVICE	MAXIMUM RATE STEP 11 AFTER 30 YRS OF SERVICE
1	ANNUAL	33,522	35,580	37,620	39,546	41,502	43,590	45,102	46,692	48,324	50,106	51,552
	MONTHLY	2,793.50	2,965.00	3,135.00	3,295.50	3,458.50	3,632.50	3,758.50	3,891.00	4,027.00	4,175.50	4,296.00
2	ANNUAL	35,580	37,620	39,546	41,502	43,590	45,786	47,388	49,020	50,730	52,626	54,186
	MONTHLY	2,965.00	3,135.00	3,295.50	3,458.50	3,632.50	3,815.50	3,949.00	4,085.00	4,227.50	4,385.50	4,515.50
3	ANNUAL	36,096	38,124	40,062	42,000	44,106	46,302	47,892	49,524	51,234	53,124	54,708
	MONTHLY	3,008.00	3,177.00	3,338.50	3,500.00	3,675.50	3,858.50	3,991.00	4,127.00	4,269.50	4,427.00	4,559.00
3A	ANNUAL	36,804	38,880	40,860	42,834	44,994	47,226	48,862	50,526	52,278	54,186	55,782
	MONTHLY	3,067.00	3,240.00	3,405.00	3,569.50	3,749.50	3,935.50	4,071.00	4,210.50	4,356.50	4,515.50	4,648.50
4	ANNUAL	41,100	43,146	45,330	47,628	49,980	52,458	54,186	55,896	57,696	59,550	61,344
	MONTHLY	3,425.00	3,595.50	3,777.50	3,969.00	4,165.00	4,371.50	4,515.50	4,658.00	4,808.00	4,962.50	5,112.00
5	ANNUAL	46,494	48,798	51,204	53,784	56,448	59,304	61,104	62,988	64,896	66,870	68,568
	MONTHLY	3,874.50	4,066.50	4,267.00	4,482.00	4,704.00	4,942.00	5,092.00	5,249.00	5,408.00	5,572.50	5,714.00
6	ANNUAL	51,204	53,784	56,448	59,304	62,238	65,310	67,182	69,078	70,998	72,750	73,794
	MONTHLY	4,267.00	4,482.00	4,704.00	4,942.00	5,186.50	5,442.50	5,598.50	5,756.50	5,916.50	6,062.50	6,149.50
7	ANNUAL	64,704	67,812	71,178	74,592	78,294	82,050	86,112				
	MONTHLY	5,392.00	5,651.00	5,931.50	6,216.00	6,524.50	6,837.50	7,176.00				
7A	ANNUAL	65,934	69,102	72,534	76,008	79,788	83,610	87,756				
	MONTHLY	5,494.50	5,758.50	6,044.50	6,334.00	6,649.00	6,967.50	7,313.00				
8	ANNUAL	71,178	74,592	78,294	82,050	86,112	90,246	94,716				
	MONTHLY	5,931.50	6,216.00	6,524.50	6,837.50	7,176.00	7,520.50	7,893.00				
9	ANNUAL	77,544	81,270	85,296	89,388	93,816	98,310	103,212				
	MONTHLY	6,462.00	6,772.50	7,108.00	7,449.00	7,818.00	8,192.50	8,601.00				

AMENDMENT TO YEAR XXI COMMUNITY DEVELOPMENT BLOCK GRANT ORDINANCE.

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an ordinance authorizing a series of amendments to the Year XXI Community Development Block Grant Ordinance, and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) LORRAINE L. DIXON,
Chairman.

On motion of Alderman Dixon, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The management of its finances is a matter pertaining to the government and affairs of the City of Chicago; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Year XXI Community Development Block Grant Ordinance, as amended, is hereby further amended by striking the words and figures indicated and inserting the words and figures indicated, as indicated in the attached Exhibit A.

SECTION 2. This ordinance shall take effect after its passage and publication.

Exhibit "A".

Corrections And Revisions Of C.D.B.G. Year XXI Budget Recommendations.

Fund: 830 -- Community Development Block Grant Year XXI Fund.

Page	Code	Department And Item	Strike No.	Strike Amount	Add No.	Add Amount
		Reallocation Of Unspent Community Development Block Grant Funds From Prior Years		$17,326,373		$18,410,073

Page	Code	Department And Item	Strike No.	Strike Amount	Add No.	Add Amount
		Department Of Planning And Development -- 08				
		Community Development Assistance -- 2515				
	.0140	Professional and Technical Services		$2,552,500		$2,609,000
		South Loop Chamber of Commerce		35,000		50,000
		Chinatown Chamber of Commerce		32,500		45,000
		Fullerton Avenue Businessmen's Association		55,000		
		Fullerton Avenue Merchant's Association				55,000
		Chicago Business Development Partners		50,000		
		Chicago Neighborhood Development Partners				50,000
		Greater Southwest Development Commission		20,000		
		Greater Southwest Development Corporation				20,000
		Lawndale Coalition for Christian Leadership				20,000
		Little Village Chamber of Commerce		35,000		39,000
		18th Street Development Corporation		20,000		25,000

Page	Code	Department And Item	Strike No.	Strike Amount	Add No.	Add Amount
		Department Of Planning And Development -- 08				
		Neighborhood Planning Grants -- 2517				
	.0140	Professional and Technical Services		$ 234,500		$ 324,500
		Chicago Leaders Institute				30,000
		Near Northwest Neighborhood Network		25,000		35,000
		Agency Metropolitan Program Services				20,000
		Hales Community Development Corporation				30,000
		Mayor's Office Of Employment And Training -- 13				
		Job Training/Community Employment Program -- 2520				
	.0140	Professional and Technical Services		1,324,184		1,361,384
		Spanish Coalition for Jobs		96,000		100,000
		Polish Welfare Association		76,800		80,000
		Vendors TBD				30,000

Page	Code	Department And Item	Strike No.	Strike Amount	Add No.	Add Amount
		Department Of Housing -- 21				
		Single-Family Loan Program -- 2590				
	.9103	Rehabilitation Loans and Grants		$315,000		$500,000
		Department Of Housing -- 21				
		Homebuyer's Assistance Program -- 2593				
	.9103	Rehabilitation Loans and Grants				250,000
		Department Of Housing -- 21				
		Multi-Family Loan Program -- 2595				
	.9103	Rehabilitation Loans and Grants		8,733,707		8,298,707
		Department Of Housing -- 21				
		Housing Demonstration Projects -- 2635				
	.0140	Professional and Technical Services		382,000		567,000

Page	Code	Department And Item	Strike No.	Strike Amount	Add No.	Add Amount
		Convenantal Community of University Church				$ 25,000
		Edgewater Community Council				30,000
		United Neighborhood Organization				50,000
		Agency Metropolitan Program Services				30,000
		WECAN				50,000
		Department Of Housing -- 21				
		Private NFP Facility Rehabilitation -- 2665				
	.9103	Rehabilitation Loans and Grants		1,760,300		1,816,300
		Boys & Girls Club -- Valentine		30,000		50,000
		Hild Cultural Center		50,000		
		Old Town School of Folk Music				50,000
		Chinese American Service League		34,000		40,000
		El Valor				30,000

Page	Code	Department And Item	Strike No.	Strike Amount	Add No.	Add Amount
		Department Of Human Services -- 53				
		Youth Delinquency Prevention -- 2560				
	.0140	Professional and Technical Services		$3,148,587		$3,547,587
		Build		81,000		
		Family Cares (AFC) Mission				40,000
		Boys & Girls Club -- Kelly				50,000
		Westside Youth Boosters				30,000
		New Frontier				30,000
		Olive Harvey Southside Swim Club				30,000
		Southside Y.M.C.A.				30,000
		Vendors TBD				60,000
		WECAN				30,000
		Mujeres Latinas En Accion				25,000
		Sheldon Heights Youth Development		10,000		15,000
		IMPACC				60,000
		Neighbors Against Gang Violence				20,000

Page	Code	Department And Item	Strike No.	Strike Amount	Add No.	Add Amount
		Chinese American Service League				$30,000
		North Avenue Business Association				30,000
		Department Of Health Adolescent Pregnancy And Parenting Project -- 2580				
		Brass Foundation		90,000		82,000
		Catholic Charities		80,000		76,000
		La Rabida Children's Hospital		27,000		37,000
		Mount Sinai Hospital		80,000		77,000
		Southwest Community Health Center		58,297		55,297
		Southside Help Center		50,000		58,000
		Department Of Human Services -- 53				
		Domestic Violence/ Victim Assistance -- 2564				
	.0140	Professional and Technical Services		463,320		573,320
		El Valor				40,000

Page	Code	Department And Item	Strike No.	Strike Amount	Add No.	Add Amount
		Casa Aztlan				$ 40,000
		WECAN				30,000
		Department Of Human Services -- 53				
		Mentoring Initiatives -- 2580				
	.0140	Professional and Technical Services		450,000		600,000
		Vendors TBD				150,000

COMMITTEE ON ECONOMIC AND CAPITAL DEVELOPMENT.

APPROVAL OF PROPERTY AT 345 NORTH ABERDEEN STREET AS CLASS 6(b) AND ELIGIBLE FOR COOK COUNTY TAX INCENTIVES.

The Committee on Economic and Capital Development submitted the following report:

CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Your Committee on Economic and Capital Development, having had under consideration a proposed resolution introduced by Alderman Dexter Watson (27th Ward) authorizing Class 6(b) tax incentives for the property located at 345 North Aberdeen Street pursuant to the Cook County Real Property Classification Ordinance, begs leave to recommend that Your Honorable Body *Adopt* said resolution which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) BERNARD J. HANSEN,
Chairman.

(Signed) PERCY GILES,
Vice Chairman.

On motion of Alderman Giles, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has amended the Cook County Real Property Classification Ordinance, to provide real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County and which is used for manufacturing purposes; and

WHEREAS, The City of Chicago (hereinafter referred to as the "City"), consistent with the Cook County Real Property Classification Ordinance, as

amended (hereinafter referred to as the "Ordinance") wishes to induce industry to locate and expand in the City by offering financial incentives in the form of property tax relief; and

WHEREAS, Class 6(b) of this ordinance requires that the municipality in which such real estate proposed for Class 6(b) designation is located by lawful resolution approve such real estate to be appropriate for tax abatement incentive; and

WHEREAS, John M. Freidheim and Louis E. Freidheim the beneficiaries of Mid-City National Bank of Chicago, under Trust Agreement dated December 20, 1990 and known as Trust No. 2288 (the "Owner") and Cougle Commission Company (the "Lessee") of the property commonly known as 345 North Aberdeen Street, Chicago (hereinafter referred to as the "Subject Property"), has owned or leased the Subject Property which qualifies for the tax abatement as defined in the Ordinance and will undertake a program of new construction with the expectation that the property would be eligible for Class 6(b) tax incentives pursuant to the Ordinance; and

WHEREAS, The Owner or Lessee intends to file with the Office of the Assessor of Cook County an Eligibility Application for Class 6(b) classification; and

WHEREAS, The Subject Property is located within the boundaries of Chicago Enterprise Zone Number 4; and

WHEREAS, The Subject Property will be utilized for industrial purposes in that Cougle Commission Company is a poultry processing facility of meats and poultry; and

WHEREAS, The grant of Class 6(b) tax incentives for the Subject Property is necessary and appropriate for the execution of the new construction; and

WHEREAS, The execution of this new construction and the future use of the Subject Property will provide significant present and future employment, both temporary and permanent; and

WHEREAS, The Permanent Real Estate Tax Index Number for the Subject Property is 17-08-402-007-0000; and

WHEREAS, Notwithstanding the Class 6(b) status of the Subject Property, the improvements to and utilization thereof will generate significant new revenues to the City in the form of additional real estate taxes and other tax revenues; now, therefore,

Be It Resolved by the City Council of the City of Chicago:

SECTION 1. The Subject Property is appropriate for Class 6(b) tax incentives benefits pursuant to the Cook County Real Property Classification Ordinance; and

SECTION 2. The incentives provided by the Class 6(b) real property assessment classification are necessary for the proposed improvements of 345 North Aberdeen Street to occur; and

SECTION 3. Pursuant to the Cook County Real Property Classification Ordinance, the City of Chicago, Illinois hereby approves, consents and supports the classification of the Subject Property as Class 6(b) property, and the Class 6(b) tax incentives shall apply to the property identified as Permanent Real Estate Index Number 17-08-402-007-0000; and

SECTION 4. The Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois 60602; and

Be It Further Resolved, That this resolution shall be effective immediately upon its passage and approval, or as otherwise provided by law.

COMMITTEE ON HOUSING AND REAL ESTATE.

APPOINTMENT OF MR. DANIEL A. NIX AND MR. JOSEPH F. CRUTCHFIELD AS MEMBERS OF NORTHWEST HOME EQUITY COMMISSION.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 28, 1994.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred a communication signed by The Honorable Richard M. Daley, Mayor,

appointing the following people as members of the Northwest Home Equity Commission:

Term expiring June 28, 1995:

Daniel A. Nix

Term expiring June 28, 1997:

Joseph F. Crutchfield,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointments transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

On motion of Alderman Troutman, the committee's recommendation was *Concurred In* and the said proposed appointments of Mr. Daniel A. Nix and Mr. Joseph F. Crutchfield as members of the Northwest Home Equity Commission were *Approved* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

CONVEYANCE OF CITY-OWNED PROPERTY TO CHICAGO PARK DISTRICT FOR EXPANSION AND/OR RELOCATION OF CERTAIN PARK FACILITIES.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 28, 1994.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services accepting home rule sales at the following locations:

4431 South Halsted Street

4439 -- 4443 South Halsted Street,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

On motion of Alderman Troutman, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago is the owner of the vacant property legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, The Chicago Park District ("District"), 425 East McFetridge Drive, Chicago, Illinois 60605, desires to acquire the Property from the City for the purpose of expanding and/or relocating certain park facilities in the area; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The City of Chicago hereby approves the conveyance of the Property to the District for no consideration.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the District. The quitclaim deed shall contain language substantially in the following form:

> This conveyance is subject to the express conditions that the Property is used for park purposes.
>
> This conveyance is also subject to covenants, conditions, restrictions and easements of record, and all general real estate taxes and assessments.

SECTION 3. This ordinance shall take effect immediately upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Descriptions.

Lots 23 and 24 in Block 4 in Loeb and Harris Subdivision of the south half of the west half of the south half of the north half of the southwest quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4431 South Halsted Street, Permanent Index Number 20-04-311-001);

Lots 20, 21 and 22 in Block 4 in Loeb and Harris Subdivision of the south half of the west half of the south half of the north half of the southwest quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 4439 -- 4443 South Halsted Street, Permanent Index Numbers 20-04-311-002 and 20-04-311-003).

AUTHORIZATION FOR CONVEYANCE OF PROPERTIES TO QUALIFIED PARTICIPANTS UNDER CHICAGO ABANDONED PROPERTY PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 28, 1994.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred ordinances by the Department of Housing authorizing the sale of property under the Chicago Abandoned Property Program (C.A.P.P.) at the following locations:

4329 South Indiana Avenue

6959 South Winchester Avenue

1425 East 69th Place,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

On motion of Alderman Troutman, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

4329 South Indiana Avenue.

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exists within the City a substantial number of abandoned, deteriorated, and dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the City, and which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property legally described in Exhibit A attached hereto ("Property") was included on the list of C.A.P.P. properties offered to the general public, and a proposal either to demolish or rehabilitate the building(s) thereon was received by the City; and

WHEREAS, The C.A.P.P. Real Estate Services Advisory Council has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) thereon should the City succeed in acquiring title to the Property; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The Corporation Counsel is hereby authorized to obtain a deed for the Property on behalf of the City.

SECTION 3. The Commissioner of Housing is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

SECTION 4. Upon notification by the Corporation Counsel that the City has obtained a deed for the Property, the Mayor or his proxy is authorized to execute, and the City Clerk to attest, a quitclaim deed conveying the Property to the Participant.

SECTION 5. This ordinance shall be effective upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Property Address: 4329 South Indiana Avenue.

Participant: Terry L. Charles.

Purpose: Rehabilitation.

Permanent Index Number: 20-03-303-005.

Legal Description.

The south half of Lot 19 in Block 2 in Pike's Subdivision of the northwest quarter of the northeast quarter of the southwest quarter of Section 3, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

6959 South Winchester Avenue.

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exists within the City a substantial number of abandoned, deteriorated and dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the City, and which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property legally described in Exhibit A attached hereto ("Property") is currently owned by the City, was included on the list of C.A.P.P. properties offered to the general public; and

WHEREAS, A proposal either to demolish or rehabilitate the building(s) on the property has been submitted to the City by the participant set forth on Exhibit A ("Participant"); and

WHEREAS, The C.A.P.P. Real Estate Services Advisory Council has recommended to the City Council that the Property be awarded to the Participant for the purpose of either demolishing or rehabilitating the building(s) thereon; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The Commissioner of Housing is authorized to accept the Participant's proposal to take title to the Property.

SECTION 3. Upon notification by the Corporation Counsel, the Mayor or his proxy is authorized to execute, and the City Clerk to attest, a quitclaim deed conveying the Property to the Participant.

SECTION 4. This ordinance shall be effective upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Property Address: 6959 South Winchester Avenue.

Participant: NHS Redevelopment Corporation.

Purpose: Rehabilitation.

Permanent Index Number: 20-19-417-022.

Legal Description.

Lot 25 in Block 1 in B.M. Baker's Subdivision of the northwest quarter of the southwest quarter of the southeast quarter of Section 19, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

1425 East 69th Place.

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exists within the City a substantial number of abandoned, deteriorated and dangerous buildings which threaten the health, safety, economic stability and general welfare of the citizens of the City, and which are the subject of certain housing court proceedings ("Properties"); and

WHEREAS, The City Council of the City, by ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by said abandoned, deteriorated buildings within the City through the acquisition and subsequent conveyance of the Properties to parties who have proposed either to demolish or rehabilitate these buildings; and

WHEREAS, The property legally described in Exhibit A attached hereto ("Property") was included on the list of C.A.P.P. properties offered to the general public, and a proposal either to demolish or rehabilitate the building(s) thereon was received by the City; and

WHEREAS, The C.A.P.P. Real Estate Services Advisory Council has recommended to the City Council that the Property be awarded to the participant set forth on Exhibit A ("Participant") for the purpose of either demolishing or rehabilitating the building(s) thereon should the City succeed in acquiring title to the Property; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The Corporation Counsel is hereby authorized to obtain a deed for the Property on behalf of the City.

SECTION 3. The Commissioner of Housing is authorized to accept the Participant's proposal to take title to the Property upon the City obtaining a deed thereto.

SECTION 4. Upon notification by the Corporation Counsel that the City has obtained a deed for the Property, the Mayor or his proxy is authorized to

execute, and the City Clerk to attest, a quitclaim deed conveying the Property to the Participant.

SECTION 5. This ordinance shall be effective upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Property Address: 1425 East 69th Place.

Participant: William Bradley and Willie Downs.

Purpose: Rehabilitation.

Permanent Index Number: 20-23-416-010.

Legal Description.

Lot 23 in Block 4 in the subdivision of the north half of the southeast quarter of the southeast quarter of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

AMENDMENT OF ORDINANCE WHICH CONVEYED PROPERTY AT 338 WEST 111TH STREET TO CAMPUS CRUSADE FOR CHRIST, INC.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 28, 1994.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, which was referred an ordinance by the Department of General Services amending the use of property conveyed to Campus Crusade for Christ, Inc. at 338 West 111th

Street, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

On motion of Alderman Troutman, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, On July 2, 1992, the City Council approved the conveyance of the property commonly known as 338 West 111th Street ("Property") to Campus Crusade for Christ, Inc., a California not-for-profit corporation ("Grantee"), 342 West 111th Street, Chicago, Illinois; and

WHEREAS, The ordinance authorizing the conveyance to Grantee required that the Property be improved with a playground/recreational area within twelve months of the conveyance; and

WHEREAS, Grantee has requested permission to improve the Property with a recreational center instead of a playground recreational area; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The City of Chicago hereby approves the change in use of the Property from playground/recreational area to recreational center.

SECTION 2. The Mayor and the Commissioner of General Services are authorized to execute an appropriate instrument permitting the Grantee to improve the Property with a recreational center rather than a playground/recreational area, subject to the approval of the Corporation Counsel as to form and legality.

SECTION 3. This ordinance shall become effective immediately upon its passage.

REVOCATION OF PRIOR APPROVAL FOR CONVEYANCE OF PROPERTY AT 813 EAST 88TH PLACE AND AUTHORIZATION FOR RECONVEYANCE TO SUBSTITUTE PARTICIPANT UNDER CHICAGO ABANDONED PROPERTY PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 28, 1994.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing authorizing the sale of property under the Chicago Abandoned Property Program (C.A.P.P.) at 813 East 88th Place, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

On motion of Alderman Troutman, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City Council of the City, by ordinance passed May 20, 1992 (Council Journal of Proceedings, pages 16333 -- 16335) ("Enabling Ordinance"), established the Chicago Abandoned Property Program ("C.A.P.P.") to abate the danger posed by abandoned buildings within the City through the acquisition and subsequent conveyance of said buildings to parties who have proposed either to demolish or rehabilitate them; and

WHEREAS, In furtherance of C.A.P.P., the City Council of the City previously authorized the acquisition and subsequent conveyance of the property legally described in Exhibit A attached hereto ("Property") to the participant listed on Exhibit A who was approved either to demolish or rehabilitate the building(s) thereon ("Participant"); and

WHEREAS, The Commissioner of Housing ("Commissioner") has represented that the Participant is no longer ready, willing and able to accept title to the Property upon acquisition by the City; and

WHEREAS, The Commissioner has recommended that the prior authorization of the Participant be revoked due to their unwillingness and/or inability to accept title, and that they be replaced by the substitute participant listed on Exhibit A ("Substitute Participant") who has submitted a proposal to either demolish or rehabilitate the abandoned building(s) on the Property in accordance with the requirements of C.A.P.P.; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The foregoing recitals are adopted as the findings of the City Council.

SECTION 2. The prior approval of the Participant set forth on Exhibit A is hereby revoked, and the Substitute Participant set forth on Exhibit A is hereby approved for the purpose of acquiring the Property and demolishing or rehabilitating the building(s) thereon in accordance with the provisions of C.A.P.P..

SECTION 3. Except as modified herein, all provisions of the prior C.A.P.P. ordinances shall remain in full force and effect.

SECTION 4. This ordinance shall be effective upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Property Address: 813 East 88th Place.

Previous Ordinance Date: November 3, 1993.

Participant: Pope Reginald Goolsby and Elaine Sharon Davis.

Substitute Participant: Equity Builders and Developers.

Purpose: Rehabilitation.

Permanent Index Number: 25-02-105-003.

Legal Description.

The east 50 feet of Lot 23 in Block 4 in Dauphine Park, a subdivision of that part of the north three quarters at the west half of Section 2, Township 37 North, Range 14, East of the Third Principal Meridian, west of the Illinois Central Railway right-of-way in Cook County, Illinois.

AUTHORIZATION FOR SALE OF CITY-OWNED PROPERTY AT SUNDRY LOCATIONS TO SOUTH SHORE WEST JOINT VENTURE UNDER NEW HOMES FOR CHICAGO PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 28, 1994.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing authorizing the sale of property to South Shore West Joint Venture under the New Homes for Chicago Program at the following locations:

City Lot:

1501 -- 1503 East 72nd Street/7207 South Blackstone Avenue.

Private Lots:

1412 East 72nd Street

1448 -- 1450 East 72nd Street

1453 East 72nd Street

1454 -- 1456 East 72nd Street

1500 -- 1502 East 72nd Street

1506 -- 1508 East 72nd Street

1532 East 72nd Street

1425 East 72nd Street

1427 East 72nd Street

1450 East 72nd Street,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

On motion of Alderman Troutman, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and may exercise any power related to its local governmental affairs; and

WHEREAS, The City Council of the City, by ordinance adopted June 7, 1990 (Council Journal of Proceedings, pages 17038 -- 17045), established the New Homes for Chicago Program ("New Homes Program") to assist with the construction of new single-family housing which shall be affordable to many families; and

WHEREAS, In accordance with the New Homes Program guidelines, the Department of Housing ("Department") solicited proposals for the construction of new homes on either privately-owned lots or lots to be provided by the City; and

WHEREAS, Pursuant to the New Homes Program, selected developers may receive a subsidy to cover certain costs associated with the construction of a housing unit ("Single-Family Home") or a two-flat building ("Two-flat Building"), and in addition, may receive waivers of City fees and deposits related to new construction; and

WHEREAS, The Department recommends to the City Council that it accept certain proposals for the construction of single-family housing under the New Homes Program; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The following proposal for construction of single-family housing under the New Homes Program is hereby approved:

Developer:	South Shore West Joint Venture, an Illinois joint venture.
Aggregate Number of Single-Family Homes and Two-flat Buildings:	Not to exceed 11.
Location:	South Shore neighborhood; bordered by South Blackstone Avenue, South Dorchester Avenue, East 71st Place and East 72nd Place.
Amount of Construction Subsidy:	Not to exceed $20,000 for each Single-Family Home or Two-flat Building.
Amount of Subsidy allocated for the rental unit of the Two-flat Building:	Not to exceed $12,000 for each Two-flat Building.
Aggregate Amount of Subsidy:	Not to exceed $220,000.

SECTION 2. The Commissioner of the Department of Housing, on behalf of the City, is authorized to enter into a redevelopment agreement with the Developer and to execute such other documents, subject to approval of the Corporation Counsel, as may be necessary to provide for the construction of

new single-family housing by Developer pursuant to the New Homes Program.

SECTION 3. The new homes may be constructed on those certain parcels presently owned or to be acquired by Developer ("Private Lots") and those certain parcels presently owned or to be acquired by the City and to be conveyed to Developer as provided by the New Homes Program ("City Lots"), all as more fully described on Exhibit A attached hereto. In conjunction with the construction by Developer of the new homes described herein, the City shall waive those certain fees and deposits as more fully described in Exhibit B attached hereto.

SECTION 4. The Mayor or his proxy is authorized to execute, and the City Clerk to attest, quitclaim deeds conveying to Developer the City Lots in accordance with the schedule contained in the proposed redevelopment agreement described in Section 2 above.

SECTION 5. The Department of Zoning of the City is hereby authorized to permit a reduction or waiver of any required yard restriction concerning the City Lots and the Private Lots which may be redeveloped by Developer pursuant to the New Homes Program.

SECTION 6. This ordinance shall take effect immediately upon its passage.

Exhibits "A" and "B" referred to in this ordinance read as follows:

Exhibit "A".

City Lots.

Parcel	Permanent Index Number
1501 -- 1503 East 72nd Street/ 7207 South Blackstone Avenue	20-26-211-001-0000

Private Lots.

Parcel	Permanent Index Number
1412 East 72nd Street	20-26-206-017-0000
1448 -- 1450 East 72nd Street	20-26-206-019-0000
1453 East 72nd Street	20-26-206-020-0000
1454 -- 1456 East 72nd Street	20-26-206-021-0000
1500 -- 1502 East 72nd Street	20-26-207-011-0000
1506 -- 1508 East 72nd Street	20-26-207-012-0000
1532 East 72nd Street	20-26-207-021-0000
1425 East 72nd Street	20-26-210-008-0000
1427 East 72nd Street	20-26-210-009-0000
1450 East 72nd Street	20-26-210-027-0000

Exhibit "B".

Department of Buildings:

Plan review, permit and field inspection fees are to be paid in full for the first unit of each unit type; the fees paid for each successive unit type would be reduced by fifty percent (50%). This fee reduction is not applicable to the electrical permit.

Department of Housing:

Trees and sod in parkways are provided on an as-needed basis in coordination with the Department of Transportation's reconstruction of sidewalks, curbs and gutters.

Department of Sewers:

Connection fees are waived.

Inspection fees are waived.

Department of Streets and Sanitation:

Street opening or patching fees, deposits or bonds are not waived at this time.

Department of Transportation:

Curbs, gutters and sidewalks are provided on an as-needed basis. Street and alley repairs or repaving are not provided through the New Homes Program.

Department of Water:

Tap fees are waived.

Inspection fees are waived.

Demolition fees for existing water taps are waived.

Water liens against City-owned lots only are waived.

(B-Boxes, meters and remote readouts are not waived and need to be purchased.)

Department of Zoning:

Zoning approval is required as part of the building permit process and is covered under the building permit fee schedule described above. However, any private legal work, such as noticing nearby property owners if a zoning change is requested, is not waived.

AUTHORIZATION FOR NEGOTIATED SALES OF CITY-OWNED PROPERTY AT SUNDRY LOCATIONS.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 28, 1994.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred two proposed ordinances by the Department of General Services authorizing negotiated sales at the following locations:

810 South Independence Boulevard

814 -- 816 South Independence Boulevard

1817 South Sawyer Avenue

1831 South Sawyer Avenue

1841 South Sawyer Avenue

1856 -- 1858 South Sawyer Avenue,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

On motion of Alderman Troutman, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

810 And 814 -- 818 South Independence Boulevard.

WHEREAS, The City of Chicago is the owner of the vacant parcel legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, The True House of Holiness, an Illinois not-for-profit corporation, 821 South Independence Boulevard, Chicago, Illinois 60609, has offered to purchase the Property from the City of Chicago for the purpose of constructing a parking lot thereon for use in conjunction with the church; and

WHEREAS, The City of Chicago is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The City of Chicago hereby approves the sale of the Property to Grantee in the amount of $1.00 per parcel.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying title to Grantee.

SECTION 3. The quitclaim deed conveying the Property to the Grantee shall contain language substantially in the following form:

This conveyance is subject to the express conditions that:

1) a parking lot is built on the Property within six (6) months of the date of this deed;

2) the Property is used as a parking lot for a period of not less than five (5) years; and

3) all required building permits are approved by the Landmarks Division of the Department of Planning and Development prior to issuance by the Department of Buildings.

In the event that the above conditions are not met, the City of Chicago may re-enter the Property and revest title in the City and/or revoke any permits issued by the City in compliance with this ordinance.

This right of reverter and re-entry in favor of the City shall terminate five (5) years from the date of this deed.

This conveyance is also subject to covenants, conditions, restrictions and easements of record, and all general real estate taxes and assessments.

SECTION 4. This ordinance shall take effect immediately upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Description.

Lots 46 and 47 in Cummings' Garfield Boulevard Addition, a subdivision of Lot 2 in Block 3 and Lot 2 in Block 4 in Circuit Court Partition, a subdivision of the west half of the southwest quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 810 South Independence Boulevard, Chicago, Illinois, Permanent Index No. 16-14-314-039);

Lots 48 and 49 and the north 10 feet of Lot 50 in Cummings' Garfield Boulevard Addition, being a subdivision of Lot 2 in Block 3 and Lot 2 in Block 4 in the Circuit Court Partition, being a subdivision of the west half of the southwest quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 814 -- 818 South Independence Boulevard, Chicago, Illinois, Permanent Index No. 16-14-314-040).

1817, 1831, 1841 And 1856 -- 1858 South Sawyer Avenue.

WHEREAS, The City of Chicago is the owner of the vacant parcel legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, Douglas Park's Religious Educational and Recreational Center, an Illinois not-for-profit corporation ("Grantee"), 1838 -- 1842 South Kedzie Avenue, Chicago, Illinois, has offered to purchase the Property from the City of Chicago for the purpose of constructing a parking lot thereon for use in conjunction with the church; and

WHEREAS, The City is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The City of Chicago hereby approves the sale of the Property to Grantee in the amount of $1.00 per parcel.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying title to Grantee.

SECTION 3. The quitclaim deed conveying the Property to the Grantee shall contain language substantially in the following form:

This conveyance is subject to the express conditions that:

1) a parking lot is built on the Property within six (6) months of the date of this deed; and

2) the Property is used as a parking lot for a period of not less than five (5) years;

In the event that the above conditions are not met, the City of Chicago may re-enter the Property and revest title in the City of Chicago.

This right of reverter and re-entry in favor of the City of Chicago shall terminate five (5) years from the date of this deed.

This conveyance is also subject to covenants, conditions, restrictions and easements of record, and all general real estate taxes and assessments.

SECTION 4. This ordinance shall take effect immediately upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Description.

Lot 43 in Block 8 in Douglas Park Addition in Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1817 South Sawyer Avenue, Chicago, Illinois, Permanent Index No. 16-23-414-009);

Lot 1 in W. G. Gordon's Subdivision of Lots 31 to 37 of Block 8 of Douglas Park Addition to Chicago, a subdivision of all that part of the east half of the southeast quarter of Ogden Avenue, also Lots 4 and 5 in Circuit Court Partition of the west half of the west half of the east half of the southeast quarter of the west half of the west half of the east half of the southeast quarter of Sections 23 and 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1831 South Sawyer Avenue, Chicago, Illinois, Permanent Index No. 16-23-414-015);

Lot 5 in W. G. Gordon's Subdivision of Lots 31 to 37 in Block 8 in Douglas Park in Sections 23 and 24, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1841 South Sawyer Avenue, Chicago, Illinois, Permanent Index No. 16-23-414-019);

Lots 16 and 17 in Block 9 in Douglas Park Addition to Chicago, in the southeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois (commonly known as 1856 -- 1858 South Sawyer Avenue, Chicago, Illinois, Permanent Index No. 16-23-413-043).

SALE OF CITY-OWNED PROPERTY AT 214 SOUTH LAFLIN STREET TO MR. WILLIAM LAVICKA.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 28, 1994.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development authorizing the conveyance of property at 214 South Laflin Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

On motion of Alderman Troutman, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Chapter 2-124 of the Municipal Code of the City of Chicago, established the Community Development Commission ("Commission"); and

WHEREAS, The Commission is authorized to assume the function of the former Department of Urban Renewal in the sale of certain properties to promote the redevelopment of project areas; and

WHEREAS, The Commission, by Resolution No. 93-CDC-12, adopted on April 13, 1993, indicated its intention to negotiate with William Lavicka ("Developer") for the sale and redevelopment of Parcel R-16 ("Site") in the Central West Urban Renewal Area; and

WHEREAS, The City Council of the City of Chicago approved the sale of the Site to the Developer on June 23, 1993, and on March 1, 1994, the Site was conveyed to the Developer; and

WHEREAS, In accordance with the terms and provisions of the Redevelopment Agreement executed by the parties, Developer has commenced with the construction of two (2) townhouses on the Site; and

WHEREAS, The Commission, by Resolution No. 94-CDC-72, adopted on October 11, 1994 and the Plan Commission on October 20, 1994, indicated its intention to sell that certain parcel of land immediately south of and adjacent to the Site ("Parcel") to the Developer in order to finalize the land assembly necessary to fully complete the construction of the Project as anticipated by the terms of the Redevelopment Agreement; and

WHEREAS, The Developer proposes to construct accessory (garage) structures on a portion of the Parcel to benefit the purchasers of the townhouse units currently under construction on the Site; and

WHEREAS, The City Council has considered the resolutions of the Commission and the proposed sale of the Parcel, as provided therein, and it is the sense of the City Council that the sale of the Parcel is satisfactory and should be approved; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The sale recommended by the Department of Planning and Development of the Parcel is hereby approved as follows:

Developer:	William Lavicka.
Parcel:	The north ten (10) feet of Lot 58 lying east of the southerly extension of the west line of the east 14 feet of Lot 4 in the subdivision of Block 19 in Canal Trustee's Subdivision of the west half and the west half of the northeast quarter of Section 17, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. (Part of 214 South Laflin Street)
Square Footage:	890.8 square feet.
Price:	$1.00.

SECTION 2. The Mayor or his proxy is authorized to execute, and the City Clerk to attest a quitclaim deed for the Parcel described in Section 1 above.

SECTION 3. The Commissioner of the Department of Planning and Development, on behalf of the City, is authorized to amend, if necessary, the Redevelopment Agreement with the Developer and to execute such other documents as may be necessary to provide for the completion of the construction of the Project on the Site and Parcel.

SECTION 4. This ordinance shall be effective immediately upon its passage and approval.

SALE OF DISPOSITION PARCEL I-5 WITHIN MADISON-WESTERN REDEVELOPMENT AREA TO CHARITABULLS.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 28, 1994.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Planning and Development approving the sale of Disposition Parcel I-5 in the Madison-Western Redevelopment Area, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

On motion of Alderman Troutman, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Chapter 2-124 of the Chicago Municipal Code established the Community Development Commission (the "Commission"); and

WHEREAS, The City of Chicago (the "City") approved the Madison-Western Redevelopment Area and Plan in July, 1994; and

WHEREAS, The staff of the Department of Planning and Development of the City of Chicago (the "Department") entered into discussions with Charitabulls (the "Developer"), concerning the sale and redevelopment of Disposition Parcel I-5 (the "Parcel"), located at approximately 2100 -- 2120 West Monroe Street within the Madison-Western Redevelopment Area; and

WHEREAS, The Developer proposes to pay Ten and no/100 Dollars ($10.00) for the Parcel; and

WHEREAS, The Developer proposes to construct on the Parcel, a 40,000 square foot two story facility to be leased to the Boys and Girls Clubs of Chicago for a nominal fee; and

WHEREAS, The Developer has furnished satisfactory evidence as to its financial qualifications to redevelop the Parcel in accordance with its proposal; and

WHEREAS, The Department of Planning and Development advertised a request for alternative proposals for the Parcel once each week for two consecutive weeks in the *Chicago Sun-Times* and allowed 30 days from the date of the first publication to respond; and

WHEREAS, No alternative proposals were received; and

WHEREAS, The City Council of the City of Chicago (the "Council") has considered the resolution of the Commission and the proposed sale recommended therein, and it is the sense of the Council that the sale is in the

furtherance of the Madison-Western Redevelopment Plan and should be approved; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The sale of the nine (9) parcels collectively known as Disposition Parcel I-5, and as listed below, to Charitabulls, an Illinois not-for-profit corporation, is hereby approved for the nominal cost of Ten and no/100 Dollars ($10.00).

Permanent Index Number	Address
17-18-102-037	2124 West Monroe Street
17-18-102-038	2114 West Monroe Street
17-18-102-039	2114 West Monroe Street
17-18-102-040	20 South Hoyne Avenue
17-18-102-041	26 South Hoyne Avenue
17-18-102-042	32 South Hoyne Avenue
17-18-102-043	28 South Hoyne Avenue
17-18-102-045	36 South Hoyne Avenue
17-18-102-046	38 South Hoyne Avenue

SECTION 2. The Mayor or his proxy is authorized to execute and the City Clerk to attest a quitclaim deed for the sale of Disposition Parcel I-5. The Commissioner of Planning and Development is authorized to execute a redevelopment agreement and such other documents as may be necessary and appropriate to effectuate the sale as provided in this ordinance subject to the review and approval of such documents by the Corporation Counsel.

SECTION 3. This ordinance shall be immediately effective upon its passage.

AUTHORIZATION FOR SALE OF CITY-OWNED PROPERTY AT 7351 SOUTH PRINCETON AVENUE TO TRAVELERS AND IMMIGRANTS AID OF CHICAGO FOR REHABILITATION AND USE AS RESIDENTIAL GROUP HOME FOR CHILDREN.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 28, 1994.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of Housing authorizing the sale of property at 7351 South Princeton Avenue, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

On motion of Alderman Troutman, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government by virtue of the provisions of the Constitution of the State of Illinois of 1970, and as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exists within the City a serious shortage of decent, safe and sanitary housing available to persons of low- and moderate-income; and

WHEREAS, The City is the owner of the real property located at 7351 South Princeton Avenue and legally described on Exhibit A attached hereto ("Property"); and

WHEREAS, The Property was formerly in the Department of Housing's urban homestead inventory, but was not disposed of through the Homestead Program; and

WHEREAS, The Property is improved with a residential structure which is in need of substantial rehabilitation; and

WHEREAS, Travelers and Immigrants Aid of Chicago, an Illinois not-for-profit corporation, has informed the Department of Housing ("Department") of its willingness to acquire the Property for the purpose of rehabilitating the structure for utilization as a residential group home for children between the ages of 14 and 17; and

WHEREAS, The Department has reviewed the proposal of Travelers and Immigrants Aid of Chicago and has determined that it is satisfactory; and

WHEREAS, No other developers have responded to the Department's notice of intent to negotiate with Travelers and Immigrants Aid of Chicago which was published in the *Chicago Sun-Times* newspaper on April 20, 1994; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The conveyance of the Property to Travelers and Immigrants Aid of Chicago for $1.00 is hereby approved. The Commissioner of Housing is authorized to execute on behalf of the City a redevelopment agreement, if necessary, and all other documents which may be required to implement the conveyance of the Property, subject to the approval of the Corporation Counsel.

SECTION 3. The Mayor or his proxy is authorized to execute, and City Clerk is authorized to attest, a quitclaim deed conveying the Property to Travelers and Immigrants Aid of Chicago, an Illinois not-for-profit

corporation, or to a land trust of which Travelers and Immigrants Aid of Chicago is the sole beneficiary, subject to the approval of the Corporation Counsel.

SECTION 4. This ordinance shall take effect upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Description.

Lot 58 (except the north 35 feet thereof) and Lot 59 in Phillips Subdivision of the west three-quarters of the north half of the southwest quarter of the northeast quarter of Section 28, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

AMENDMENT OF ORDINANCE WHICH AUTHORIZED SALE OF CITY-OWNED PROPERTY AT VARIOUS LOCATIONS TO BASIC ECONOMIC NEIGHBORHOOD DEVELOPMENT.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 28, 1994.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services amending an ordinance authorizing the sale of property to the Basic Economic Neighborhood Development at the following locations:

6115 South Aberdeen Street

6131 South Aberdeen Street

6145 South Aberdeen Street

6147 South Aberdeen Street

6148 South Aberdeen Street

6150 South Aberdeen Street

6238 South Aberdeen Street

6242 South Aberdeen Street

6321 South Aberdeen Street

6322 South Aberdeen Street,

having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

On motion of Alderman Troutman, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago approved the conveyance of certain properties to the Basic Economic Neighborhood Development (B.E.N.D.) on March 26, 1993 for the purpose of constructing housing and can be found in the City Council Journal of Proceedings on pages 30302 -- 30305; and

WHEREAS, B.E.N.D. cannot fulfill the necessary requirements to acquire said properties listed below under the Special Sales Program; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The City Council of the City of Chicago hereby repeals the conveyance to the B.E.N.D. Organization, 7103 -- 7105 South Artesian Avenue, Chicago, Illinois of the properties listed on Exhibit A attached hereto.

SECTION 2. The Department of General Services, Real Property Division, is authorized to re-advertise for sale the cited parcels of vacant City-owned properties which are no longer necessary, appropriate, required for the use of, profitable to, or for the best interest of the City of Chicago.

SECTION 3. This ordinance shall be in effect from and after its passage and approval.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Descriptions.

Lot 12 in Block 2 in William A. Marigold's Subdivision of the north three and three-quarter acres of the east half of the southwest quarter of the southeast quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois (commonly known as 6115 South Aberdeen Street, Chicago, Illinois, Permanent Index Number 20-17-418-010);

Lot 22 in Block 2 in Birkoff's Subdivision of the east half of the southwest quarter of the southeast quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois (commonly known as 6145 South Aberdeen Street, Chicago, Illinois, Permanent Index Number 20-17-418-021);

Lot 21 in Block 2 in Birkoff's Subdivision of the east half of the southwest quarter of the southeast quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois (commonly known as 6147 South Aberdeen Street, Chicago, Illinois, Permanent Index Number 20-17-418-022);

Lot 27 in Block 2 in Birkoff's Subdivision of the east half of the southwest quarter of the southeast quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois (commonly known as 6131 South Aberdeen Street, Chicago, Illinois, Permanent Index Number, 20-17-418-016);

Lot 19 in Jernberg's Subdivision of the east half of the north fifteen acres of the east half of the southwest quarter of the southeast quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois (commonly known as 6148 South Aberdeen Street, Chicago, Illinois, Permanent Index Number 20-17-417-036);

Lot 20 in Jernberg's Subdivision of the east half of the southeast quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois (commonly known as 6150 South Aberdeen Street, Chicago, Illinois, Permanent Index Number 20-17-417-035);

Lot 16 in Hoge's Subdivision of the south half of the east half of the west half of the southwest quarter of the southeast quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois (commonly known as 6238 South Aberdeen Street, Chicago, Illinois, Permanent Index Number 20-17-425-031);

Lot 18 in Hoge's Subdivision of the south half of the east half of the west half of the southwest quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois (commonly known as: 6242 South Aberdeen Street, Chicago, Illinois, Permanent Index Number 20-17-425-033);

The west seventy-seven point five (77.5) feet of Lot 13 in Block 2 in Weddell and Cox's Subdivision of the west half of the northeast quarter of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois (commonly known as 6321 South Aberdeen Street, Chicago, Illinois, Permanent Index Number, 20-20-202-040);

Lot 43 in Block 3 in Weddell and Cox's Subdivision of the west half of the northeast quarter of Section 20, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois (commonly known as 6322 South Aberdeen Street, Chicago, Illinois, Permanent Index Number 20-20-201-029).

AUTHORIZATION TO NEGOTIATE FOR PURCHASE OF PROPERTY AT 600 -- 624 WEST 35TH STREET FOR DEPARTMENT OF POLICE.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 28, 1994.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing the department to negotiate a purchase at 600 -- 624 West 35th Street, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

On motion of Alderman Troutman, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. It is hereby determined and declared that it is useful, desirable and necessary that the City of Chicago ("City") acquire for public use for the Department of Police the property legally described in Exhibit A attached hereto and commonly known as 600 -- 624 West 35th Street.

SECTION 2. The Commissioner of General Services ("Commissioner") is authorized to negotiate with the owner for the purchase of the Property.

SECTION 3. If the Commissioner and the owner are able to agree on the terms of the purchase, the Commissioner is authorized to purchase the property in the name of and on behalf of the City for the agreed price, subject to the approval of the City Council.

If the Commissioner is unable to agree with the owner of the Property on the terms of the purchase, or if the owner is incapable of entering into such a transaction with the City, or if the owner cannot be located, then the Commissioner may request the Corporation Counsel to institute and prosecute condemnation proceedings on behalf of the City for the purpose of acquiring fee simple title to the Property under the City's power of eminent domain.

SECTION 4. The Commissioner is authorized to execute such documents as may be necessary to implement the provisions of this ordinance subject to the approval of the Corporation Counsel.

SECTION 5. This ordinance shall be effective upon its passage.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Legal Description.

Lots 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 and 24 in Block 1 in T. J. Foster's Subdivision of the north 462 feet of Block 10 in Canal Trustees' Subdivision in Section 33, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois (commonly known as 600 -- 624 West 35th Street, Permanent Index Number 17-33-121-088 through 17-33-121-096).

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT AT 4309 -- 4311 SOUTH ASHLAND AVENUE FOR DEPARTMENT OF HEALTH

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 28, 1994.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing a lease at 4309 -- 4311 South Ashland Avenue for the Department of Health (Lease No. 10044), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

On motion of Alderman Troutman, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease from the Mid-Northern Equities Management, Ltd., agent for Lessor, for approximately 4,185 square feet of ground floor office space located at 4309 -- 4311 South Ashland Avenue for use by the Department of Health, as Lessee, such lease to be approved by the Commissioner of Health and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Lease Agreement referred to in this ordinance reads as follows:

Lease Agreement For 4309 -- 4311 South Ashland Avenue.

This Agreement, made this _____ day of _____ A.D., 19__, between Mid-Northern Equities Management, Ltd., as agent, as Lessor, and the City of Chicago, a municipal corporation, as Lessee: _____

Witnesseth:

That the Lessor does hereby lease to the Lessee the following described premises situated in the City of Chicago, County of Cook and State of Illinois, to wit: approximately 4,185 square feet of office space located on the ground floor at 4309 -- 4311 South Ashland Avenue for use by the Department of Health.

To have and to hold said premises unto the Lessee for a term beginning on the 1st day of July A.D., 1994, or date of occupation, and ending on the 30th day of June A.D., 1999. Lessee has the right to terminate this lease upon sixty (60) days prior written notice anytime after thirty-six (36) months from occupation of space. Any notice from Lessee to Lessor under or in regard to this lease may be served by mailing a copy thereof to the Lessor at Lee Winter, Mid-Northern Equities Management, Ltd., 818 Nerge Road, Roselle, Illinois 60172, or at such other place as the Lessor from time to time in writing may appoint. For Lessor to Lessee Notification Provisions See Rider Attached Hereto And Made A Part Hereof. For Rental Payment Provisions See Rider Attached Hereto And Made A Part

Hereof. Assessments for water taxes levied against said premises for all or part of the term of this lease shall be paid by the Lessor.

Lessor, during the entire term of this lease shall keep in a condition of thorough repair and good order at Lessor's own expense, said demised premises and appurtenances, including catch basins, vaults and sidewalks. If the Lessor shall refuse or neglect to make needed repairs within ten (10) days after written notice thereof is sent by the Lessee, the Lessee is authorized to make such repairs and to deduct the cost thereof from rentals ocurring under this lease. For Responsibilities Of Lessor And Lessee See Rider Attached Hereto And Made A Part Hereof.

Lessee shall not assign this lease or sublet said premises or any part thereof without the written consent of the Lessor, and upon the termination of this lease shall surrender said premises to the Lessor in as good condition as at the beginning of the term of this lease, loss by fire or other casualty, ordinary wear and repairs chargeable to the Lessor, excepted.

Lessor shall have the right of access at reasonable times for examining or exhibiting said premises and for making repairs, and shall be allowed to place thereon notices of "To Rent" for sixty (60) days prior to the termination of this lease, and of "For Sale" at all times, but all such notices shall be placed in positions acceptable to the Lessee.

Lessee, with the consent of Lessor, shall have the right to make such alterations, additions and improvements on said premises as it shall deem necessary, provided that such additions and improvements, whether made during the term of this lease or prior thereto, shall be regarded as removable fixtures, all or any part of which the Lessee at its election may leave on said premises, or remove prior to the termination of this lease, provided such removal of additions and improvements does not cause damage to the premises.

In case said premises shall be rendered untenantable by fire or other casualty during said term, Lessor may rebuild said premises within thirty days, but failing so to do, or if said premises shall be destroyed by fire or other casualty, this lease thereby shall be terminated; in the event of such a termination of this lease, Lessee shall be chargeable with rent only to the date of such fire or other casualty, and if Lessor shall rebuild within thirty (30) days, Lessee shall be excused from payment of rent for the period of such rebuilding.

In Witness Whereof, This lease is signed by or on behalf of the parties hereto the day and year first above written. Approved as to form and legality, except as to property description and execution.

Assistant Corporation Counsel

By: _____
Mid-Northern Equities Mangement, Ltd., as Agent

Approved:

_____
Asset Manager, Real Estate

_____

_____
By: _____
Commissioner of General Services

_____
Commissioner, Department of Health

Rider referred to in this Lease Agreement reads as follows:

Rider.

Notification Provisions.

In every instance where it shall be necessary or desirable for the Lessor to serve any notice or demand upon the Lessee, it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessee at the premises and in addition, to the Asset Manager, Bureau of Real Estate Management, Department of General Services, 510 North Peshtigo Court, Room 303, Building B, Chicago, Illinois 60611, or at such other place as the Lessee from time to time may appoint in writing in which event the notice or demand shall be deemed to have been served at the time copies are received at said locations.

In every instance where it shall be necessary or desirable for the Lessee to serve any notice or demand upon the Lessor it shall be necessary to send a written or printed copy thereof by United States registered or certified mail, postage prepaid, addressed to the Lessor as follows: Lee Winter, Director of Management, Mid-Northern Equities Management, Ltd., 818 Nerge Road, Roselle, Illinois 60172.

Rental Payment Provisions.

Lessee shall pay rent for said premises during the continuance of this lease at the rate of:

Six Thousand Nine Hundred Thirty-six and 64/100 Dollars ($6,936.64) per month for the period beginning on the 1st day of July, 1994 or date of occupation (with said monthly rental being prorated on a per diem basis if the initial term does not commence on the 1st day of a month) and ending on the 30th day of June, 1995;

Seven Thousand Seventy-six and 14/100 Dollars ($7,076.14) per month for the period beginning on the 1st day of July, 1995 and ending on the 30th day of June, 1996;

Seven Thousand Two Hundred Nineteen and 13/100 Dollars ($7,219.13) per month for the period beginning on the 1st day of July, 1996 and ending on the 30th day of June, 1997;

Five Thousand Forty-nine and 90/100 Dollars ($5,049.90) per month for the period beginning on the 1st day of July, 1997 and ending on the 30th day of June, 1998;

Five Thousand One Hundred Ninety-nine and 86/100 Dollars ($5,199.86) per month for the period beginning on the 1st day of July, 1998 and ending on the 30th day of June, 1999;

Rent is payable in advance on the 1st day of each calendar month by the Office of the City Comptroller to Lee Winter, Director of Management, Mid-Northern Management, Ltd., 818 Nerge Road, Roselle, Illinois 60172.

Lessor And Lessee Responsibilities.

Lessor under this lease shall:

Complete the following by occupation of lease:

Buildout space as described on Exhibit "A".

Provide for heat daily whenever heat shall be necessary for comfortable occupancy of office and store area only of the demised premises Monday through Friday, from 7:00 A.M. through 7:00 P.M. and Saturday, from 7:00 A.M. through 3:00 P.M.

Provide central air conditioning daily whenever air conditioning shall be required for comfortable occupancy of the demised premises, office area only.

Provide and pay for hot and domestic water and maintain plumbing in good operable condition. Hot water will be provided in office and store areas only.

Provide and pay for maintenance of air conditioning and heating units.

Shall have washrooms handicapped accessible.

Provide and maintain at all times public liability insurance in the amount of $1,000,000 combined single limit with the City of Chicago to receive a certificate of insurance for said insurance prior to lease execution, and naming the City of Chicago as additionally insured. Said annual insurance coverage shall be renewed for each year during the term of this lease with Lessee to receive a certificate of insurance for said annual renewal at least thirty (30) days prior to annual renewal date. Should any of the above described policies be cancelled before the expiration date, the Lessor shall mail to the Lessee at the address cited herein a copy of the cancellation notice immediately and in no event more than fifteen (15) days upon receipt thereof.

Comply at all times with the provisions of the Chicago Municipal Code in the repairs, construction and maintenance of the demised premises.

Provide and pay for janitorial service for the maintenance of the exterior and interior of building, including mechanical components. Janitorial service shall not be construed to mean cleaning, washing or sweeping of any kind; or moving of furniture or replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Pay all real estate taxes and other levies assessed against said improved real property within deadlines established by governmental taxing bodies.

Provide and pay for exterminator service whenever necessary.

Provide and pay for prompt removal of snow and ice from sidewalks which immediately abut said demised premises.

Provide and maintain smoke detectors in office area.

Paint office area, but only with respect to the initial construction of the premises.

Repair damaged water pipes.

Lessee under this lease shall:

Pay for electricity as metered for all normal uses including air conditioning. Pay for gas for heating purposes.

Replace any broken plate glass on first floor of said demised premises during term of lease not caused by Lessor or Lessor's negligence.

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

Pay for maintenance of security alarm system and monthly service charge, if any.

Have the right to peacefully and quietly enjoy the possession of the demised premises without any encumbrance or hindrance by, from or through Lessor, its successors or assigns so long as Lessee shall observe and perform the covenants and agreements binding on it hereunder.

Additional clauses to be included in lease:

R-1 In the event Lessee elects to place another city agency in the leased premises, Lessee shall pay rent for the entire leased premises until such time as the replacement city agency takes occupancy of the leased premises. At which time the rent obligation shall become that of the replacement city agency. Further, any replacement city agency shall be similar to Lessee in number of employees.

R-2 The rights of the Lessee under this lease shall be and are subject and subordinate at all times to the lien of any mortgage or mortgages now or hereafter in force against the building or the underlying leasehold estate, if any, and to all advances made or hereafter to be made upon the security thereof, and Lessee shall execute such further instruments subordinating this lease to the lien or liens or such mortgage or mortgages as shall be requested by Lessor.

R-3 In the event the Lessor fails to furnish any substantial repairs or services as required by this lease or fails to remove and correct any fire or health hazards not caused by the acts or negligence of the

Lessee, and the failure continues for more than fifteen (15) days after Lessee has notified the Lessor by written notice of such failure, unless such failure cannot be remedied within fifteen (15) days and Lessor has commenced and is diligently pursuing all necessary action to remedy such failure, the Lessee may at its own option make the necessary repairs, or supply the maintenance or service or have the hazard corrected and deduct the cost and expense thereof from rental herein due under this lease or immediately terminate this lease by providing the Lessor with written notice by certified or register mail at the address cited herein.

R-4 Use of Premises. Lessee or replacement city agency shall use and occupy the premises for clinic and office use and for no other use or purpose.

R-5 Untenantability. If the premises or any part of the building shall be rendered untenantable by fire or other casualty, this lease shall thereby be terminated and Lessee shall be chargeable with rent only to the date of such fire or other casualty; in the event Lessor shall commence rebuilding within thirty (30) days, Lessee shall be excused from payment of rent for the period of rebuilding.

If the premises or any part of the building shall be damaged by fire or other casualty and if such damage does not render all or a substantial portion (herein defined more than fifty percent (50%) of the premises or the building untenantable, then Lessor shall proceed to repair and restore the same to its prior existing condition with reasonable promptness, subject to delays for insurance adjustments and delays caused by matters beyond Lessor's control.

R-6 Assignment of Sale by Lessor. In the event Lessor shall assign this lease and/or sell or convey the building, or its interest in the building the same shall operate to release Lessor from any future liability upon any of the covenants or conditions, express or implied, herein contained in favor of Lessee, and in such event Lessee agrees to look solely to the successor in interest of Lessor in and to this lease. This lease shall not be excepted by such assignment or sale, and Lessee agrees to attorn to the purchaser or assignee.

R-7 Miscellaneous.

A. Each provision of this lease shall extend to and shall bind and inure to the benefit not only of Lessor and Lessee, but also their respective heirs, legal representatives, successors and assigns, but this provision shall not operate to permit any transfer, assignment, mortgage, encumbrance, lien, charge, or subletting contrary to the provisions of this lease.

B. All of the agreements of Lessor and Lessee with respect to the premises are contained in this lease; and no modification, waiver or amendment of this lease or any of its conditions or provisions shall be binding upon Lessor unless in writing signed by Lessor and Lessee.

C. Time is of the essence of this lease and of each and all provisions hereof.

D. If any provision of this lease is deemed illegal or unenforceable by a court of competent jurisdiction, it is agreed by Lessor and Lessee that the remainder of this lease shall not be affected thereby.

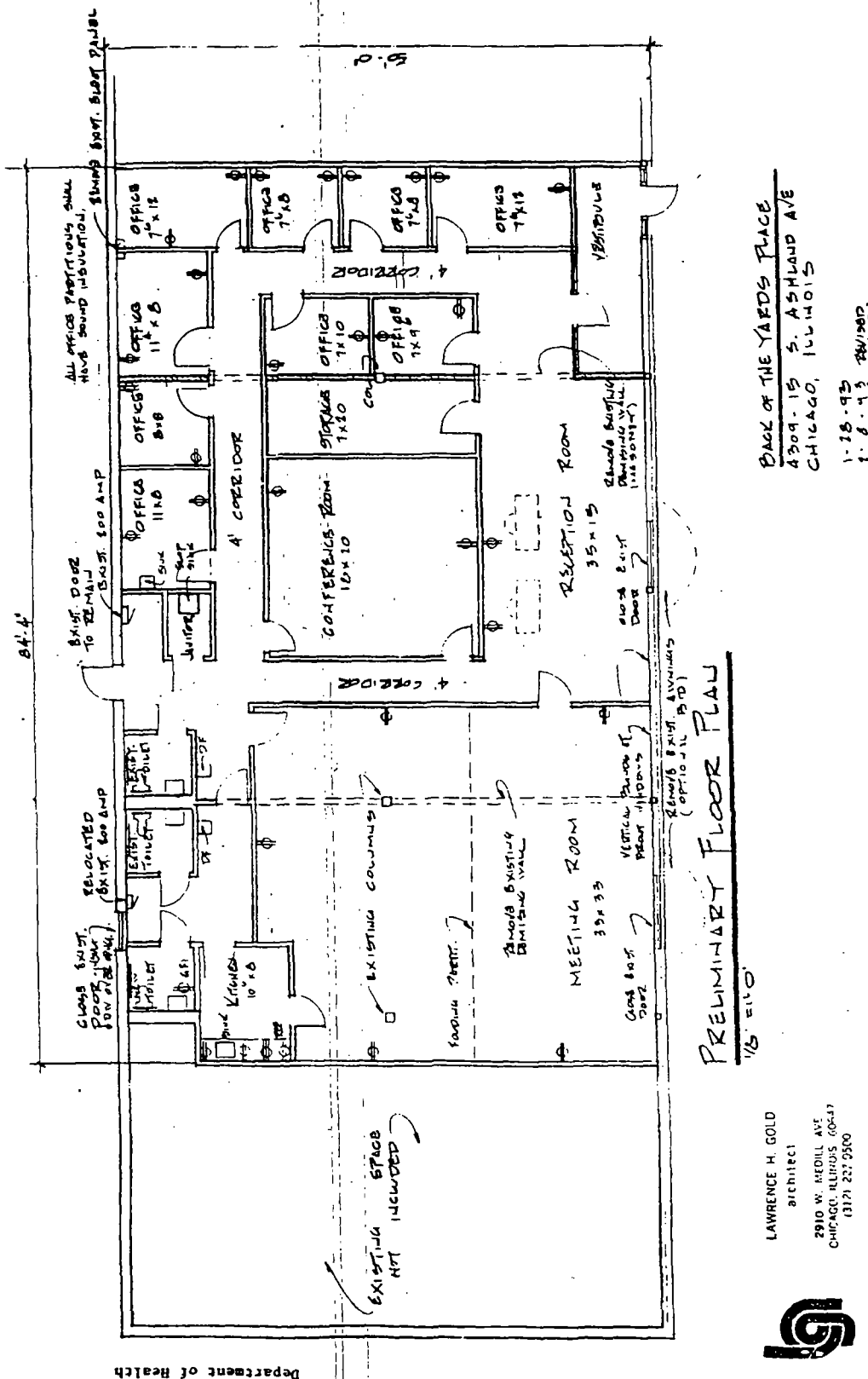
E. In the event of any inconsistency between the terms of the rider and the terms of the form lease to which this rider is annexed, it is hereby agreed by and between the parties hereto, that the terms of the rider shall prevail.

F. No member of the Department of Health, or other City Board, commission or agency, official, or employee of the City shall have any personal interest, direct or indirect, in Lessor, the lease or the demised premises; nor shall any such member, official or employee participate in any decision relating to the lease which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to Lessor, or any successor in interest, to perform any commitment or obligation of the City under the lease nor shall any such person be personally liable in the event of any default or breach by the City.

Lessor shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to, Section 2-156-120 of this chapter pursuant to which no payment, gratuity or offer of employment shall be made in connection with any city contract, as an inducement for the award of a contract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to the City.

[Exhibit "A" referred to in this Rider printed on page 62684 of this Journal.]

Exhibit "A".
(To Lease Rider)



AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT AT 2036 -- 2048/2056 WEST WARREN BOULEVARD FOR DEPARTMENT OF HEALTH.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, November 28, 1994.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing a lease at 2036 -- 2048/2056 West Warren Boulevard for the Department of Health, Lease No. 10046, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

On motion of Alderman Troutman, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease agreement with Joseph Feldman, as landlord, for approximately 23,655 square feet located at 2036 -- 2048/2056 West Warren Boulevard for use by the Department of Health, as lessee, such lease agreement to be approved by the Commissioner of Health and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Lease Agreement referred to in this ordinance reads as follows:

Lease Agreement.

This lease is entered into this ___ day of _____, 1994 by and between Joseph Feldman ("Landlord") and the City of Chicago, an Illinois municipal corporation ("Tenant").

Recitals.

Whereas, Landlord is the owner of the premises more commonly known as 2036 -- 2048/2056 West Warren Boulevard, Chicago, Illinois; and

Whereas, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord approximately 23,655 square feet located at 2036 -- 2048/2056 West Warren Boulevard for use by the Department of Health, during normal business hours and the use after normal business hours reverts to Landlord exclusively. Normal business hours shall be considered to be between the hours of 6:00 A.M. through 6:00 P.M., Monday through Friday only.

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties hereto agree and covenant as follows:

Section 1.

Grant.

Landlord hereby leases to Tenant the following described premises ("Premises"):

Approximately 23,655 square feet of vacant land (See Exhibit "A").

The Premises are located on that certain parcel of real estate in Chicago, Cook County, Illinois, at 2036 -- 2048/2056 West Warren Boulevard, Chicago, Illinois.

Section 2.

Term.

The term of this lease ("Term") shall commence on November 1, 1994 ("Commencement Date") or date of occupation whichever occurs later, and shall end on October 31, 1999, unless sooner terminated as set forth in this lease.

Section 3.

Rent, Taxes And Utilities.

3.1 Rent.

Tenant shall pay rent for the Premises in the amount of:

One Thousand One Hundred Dollars ($1,100.00) per month for the period beginning on the 1st day of November, 1994 or date of occupation (with said monthly rental being prorated on a per diem basis if the initial term does not commence on the 1st day of a month) and ending on the 31st day of October, 1995;

One Thousand One Hundred Twenty-two Dollars ($1,122.00) per month for the period beginning on the 1st day of November, 1995 and ending on 31st day of October, 1996;

One Thousand One Hundred Forty-four Dollars ($1,144.00) per month for the period beginning on the 1st day of November, 1996 and ending on the 31st day of October, 1997;

One Thousand One Hundred Sixty-seven Dollars ($1,167.00) per month for the period beginning on the 1st day of November, 1997 and ending on the 31st day of October, 1998;

One Thousand One Hundred Ninety Dollars ($1,190.00) per month for the period beginning on the 1st day of November, 1998 and ending on the 31st day of October, 1999.

Rent shall be paid to Landlord, Mr. Joseph Feldman, 4419 South Emerald Avenue, Chicago, Illinois, 60609 or at such place as Landlord may hereby designate in writing to Lessee.

3.2 Taxes And Other Levies.

Landlord shall pay when due all real estate taxes, duties, assessments, water charges, sewer charges, and other levies assessed against the Premises.

3.3 Utilities.

Tenant shall pay when due all charges for gas, electricity, light, heat, power and telephone or other communication services, and all other utility services used in or supplied to the Premises, except for those charges which this lease specifies that Landlord shall pay.

Section 4.

Condition And Enjoyment Of Premises, Alterations And Additions, Surrender.

4.1 Condition Of Premises Upon Delivery Of Possession.

Landlord covenants that the Premises shall, at the time of delivery of possession to Tenant:

Comply in all respects with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments ("Law") which may be applicable to the Premises or to the use or manner of use of the Premises.

4.2 Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this Lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.3 Landlord's Duty To Maintain Premises And Right Of Access.

Landlord shall, at Landlord's sole expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of Chicago, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation"), and Title 15 ("Fire Prevention"). If Landlord shall refuse or neglect to make needed repairs within fifteen (15) days after written notice thereof sent by Tenant, Tenant is authorized to make such repairs and to deduct the cost thereof from rents accruing under this lease. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that except in the case of emergencies, Landlord shall first give notice to Tenant of its desire to enter the Premises and will schedule its entry so as to minimize any interference with Tenant's use of Premises to prospective or actual purchasers, mortgagors, tenants, workmen, or contractors or as otherwise necessary in the operation or protection of the Premises.

4.4 Use Of The Premises.

Tenant shall use the Premises for the parking of motor vehicles for employees and clients. Tenant shall not use the Premises in a manner that would violate any Law. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to improvements on the Premises, or to fixtures and equipment thereof.

4.5 Alterations And Additions.

Tenant shall have the right to make such alterations, additions and improvements on the Premises as it shall deem necessary, provided that any such alterations, additions and improvements shall be in full compliance with the applicable Law and provided that Tenant has obtained the prior written consent of Landlord.

Section 5.

Assignment, Sublease And Liens.

5.1 Assignment And Sublease.

Tenant shall not assign this lease in whole or in part, or sublet the Premises or any part thereof without the written consent of Landlord in each instance. Landlord shall not unreasonably withhold consent.

5.2 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only.

Section 6.

Insurance And Indemnification.

6.1 Landlord's Duty To Provide Liability Insurance.

During the term, Landlord shall, at Landlord's sole expense, obtain and continuously maintain comprehensive public liability insurance against any loss, liability or damage on, about, or relating to the Premises (the "Liability Insurance") in an amount and with terms specified in this lease, on or before the Commencement Date.

An original copy of the new or renewal Liability policy, or a certificate of such policy issued by the Liability Insurer setting forth in full the provisions thereof shall be provided to the Tenant on or before the Commencement Date.

6.2 Amount Of Liability Insurance.

The initial Liability Insurance policy shall afford protection to the limit of not less than Three Hundred Thousand and no/100 Dollars ($300,000.00) (the "Minimum Limit").

6.3 Other Terms Of Liability Insurance.

The Liability Insurance shall name Landlord as named insured and the Tenant as an additional insured on a primary non-contributory basis for any liability arising directly or indirectly from this lease, and shall be obtained from and maintained with a reputable and financially sound insurance company authorized to issue such insurance in the State of Illinois (the "Liability Insurer"). Each Liability Insurance policy shall provide that it may be canceled, materially altered, or not renewed by the insurer only upon thirty (30) days prior written notice to Tenant and Landlord.

6.4 Landlord's Indemnification.

Landlord shall indemnify and hold Tenant harmless against all liabilities, judgment costs, damages and expenses which may accrue against, be charged to, or be recovered from Tenant by reason of Landlord's negligent performance of or failure to perform any of its obligations under this lease provided that Tenant has provided Landlord with proper and timely written notice. Landlord not having actual knowledge of any defective conditions shall be an absolute defense in any action against Landlord for breach of any covenant based upon duties of Landlord to maintain premises.

Section 7.

Damage Or Destruction.

7.1 Damage Or Destruction.

If Premises are rendered untenantable, Tenant shall have the option to declare this lease terminated as of the date of such damage or destruction by giving Landlord written notice to such effect. If Tenant exercises this option, the rent shall be apportioned as of the date of such untenantability and Landlord shall forthwith repay to Tenant all prepaid rent.

Section 8.

Conflict Of Interest And Governmental Ethics.

8.1 Conflict Of Interest.

No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any personal

interest, direct or indirect, in the Premises; nor shall any such official, employee, or member participate in any decision relating to this Lease which affects his or her personal interest or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested.

8.2 Landlord's Duty To Comply With Governmental Ethics Ordinance.

Landlord shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120 of this Chapter, pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City of Chicago contract, as an inducement for the award of a contract or order. Any contract or lease negotiated, entered into, or performed in violation of any of the provisions of this Chapter shall be voidable as to Tenant.

Section 9.

Holding Over.

9.1 Holding Over.

Any holding over by Tenant shall be construed to be a tenancy from month to month only.

Section 10.

Miscellaneous.

10.1 Notices.

All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Landlord to Tenant shall be delivered by national overnight courier or shall be by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows:

Asset Manager
Department of General Services
Bureau of Assets Management
Room 303B
510 North Peshtigo Court
Chicago, Illinois 60611

or at such other place as Tenant may from time to time designate by written notice to Landlord and to Tenant at the Premises. All notices, demands, and requests by Tenant to Landlord shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord as follows:

Mr. Joseph Feldman
4419 South Emerald Avenue
Chicago, Illinois 60609

or at such other place as Landlord may from time to time designate by written notice to Tenant. Any notice, demand or request which shall be served upon Landlord by Tenant, or upon Tenant by Landlord, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this lease shall be valid and in force to the fullest extent permitted by law.

10.3 Governing Law.

This lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

10.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this lease. This lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions And Section Numbers.

The captions and section numbers appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this lease nor in any way affect this lease.

10.6 Binding Effect Of Lease.

The covenants, agreements and obligations contained in this lease shall extend to, bind and inure to the benefit of the parties and their representatives, heirs, successors and assigns.

10.7 Time Is Of The Essence.

Time is of the essence of this lease and of each and every provision hereof.

10.8 No Principal/Agent Or Partnership Relationship.

Nothing contained in this lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10.9 Authorization To Execute Lease.

The parties executing this lease hereby represent and warrant that they are duly authorized and acting representatives of Landlord and Tenant, respectively, and that by their execution of this lease, it became the binding obligation of Landlord and Tenant, respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Termination Of Lease.

Landlord and/or Tenant shall have the right to terminate this lease within ninety (90) days prior written notice during the term of this lease.

10.11 Force Majeure.

When a period of time is provided in this lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for amount of time the party is so delayed.

10.12 Condemnation.

If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a

manner as to require the use of any part of the Premises, the term of this lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating as the result of said termination.

Section 11.

Additional Responsibilities Of Landlord.

Landlord under this lease shall:

11.1

Fill in holes.

11.2

Remove any debris from Premises.

11.3

Grade lot and place gravel.

Section 12.

Additional Responsibilities Of Tenant.

Tenant under this lease shall:

12.1

Tenant reserves the right to install an appropriate sign on lot, provided that it complies with federal, state and municipal laws.

12.2

Upon the termination of this lease, Tenant shall surrender the Premises to the Landlord in a comparable condition to the condition of the Premises at the beginning of this lease, with normal wear and tear taken into consideration.

12.3

Tenant agrees that Tenant has inspected the Premises and all related areas and grounds and that Tenant is satisfied with the physical condition thereof.

12.4

Tenant, or any of his or her agents or employees, shall not perform or permit any practice that may damage the reputation of or otherwise be injurious to the Premises or neighborhood, or be disturbing to other Tenants, be illegal, or increase the rate of insurance on the Premises.

12.5

Tenant shall keep out of Premises materials which cause a fire hazard or safety hazard and comply with reasonable requirements of Landlord's fire insurance carrier; not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances thereto; and maintain the smoke detectors in Premises in accordance with applicable law.

In Witness Whereof, The parties have executed this lease as of the day and year first above written.

Landlord

Joseph Feldman

The City of Chicago, an Illinois municipal corporation

Commissioner of General Services

Asset Manager

Approved As To Form And Legality:

_____
Assistant Corporation Counsel

_____
Department of Health

[Exhibit "A" referred to in this Lease Agreement printed on page 62698 of this Journal.]

AUTHORIZATION FOR EXECUTION OF LEASE AGREEMENT AT 2883 NORTH MILWAUKEE AVENUE FOR MAYOR'S OFFICE OF INQUIRY AND INFORMATION.

The Committee on Housing and Real Estate submitted the following report:

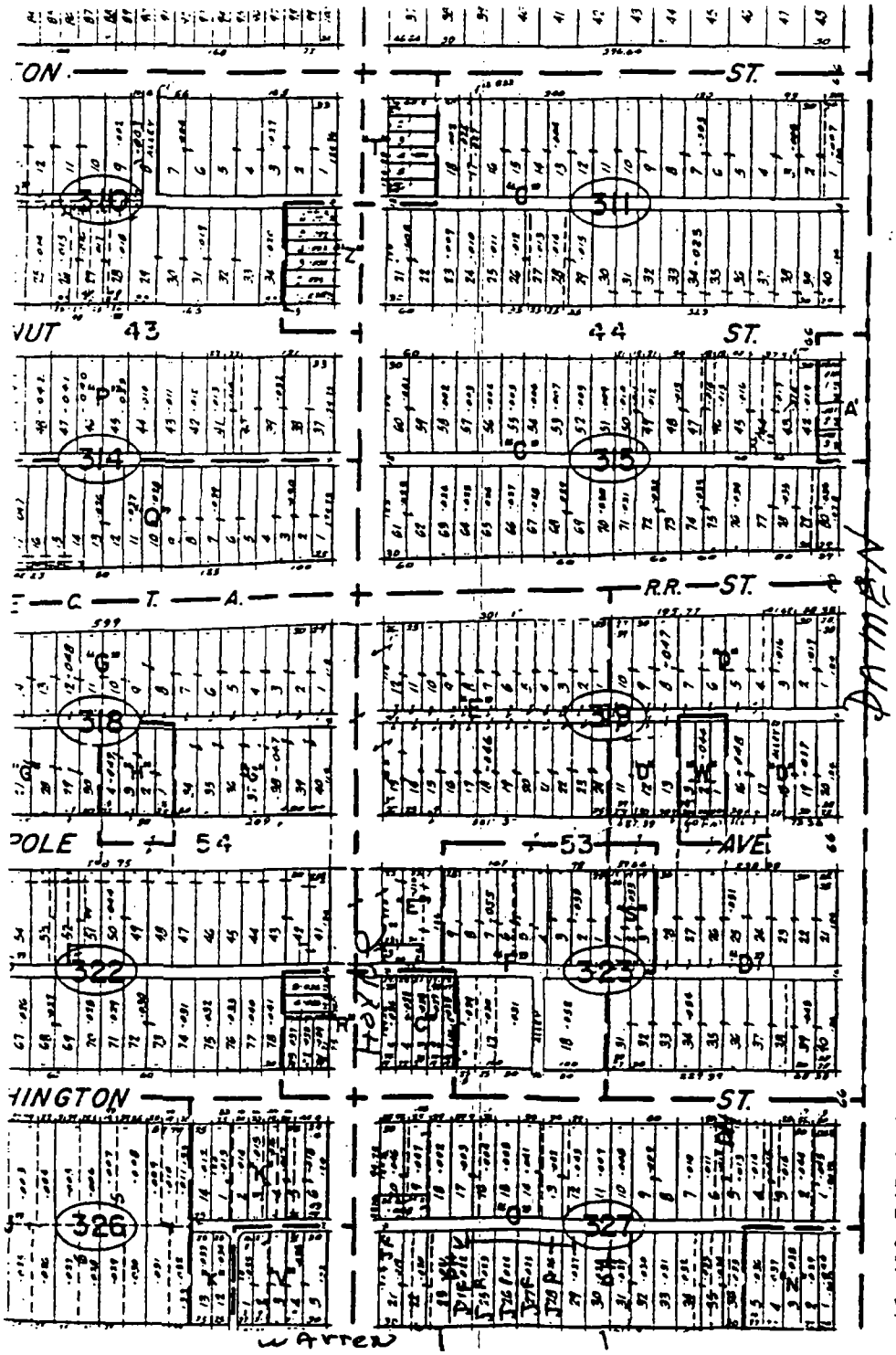
CHICAGO, November 28, 1994.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, to which was referred an ordinance by the Department of General Services authorizing a lease at 2883 North Milwaukee Avenue for the Mayor's Office of Inquiry and Information (Lease No. 14135), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

(Continued on page 62699)

Exhibit "A".



C. N. HOLDEN'S SUB. of Lots 1 to 3 of Sub. of Blk. 59 (see "J"). Ante-Fire.

"L"

SUB. of Lots 12 & 13 in Sub. of Blk. 59 (see "J"). Ante-Fire.

"M"

WILCOX & BROWN'S SUB. of the S. 1/2 of Blk. 60 of Canal Trustees' Sub. (see "A"). Ante-Fire.

"N"

SCOTT & GAGE'S SUB. of Lots 37 to 40 in Sub. of Blk. 60 (see "O"). Ante-Fire.

"O"

SUB. of Blk. 60 of Canal Trustees' Sub. (see "A"). Rec. Aug. 23, 1849. Ante-Fire.

"P"

SUB. of Blk. 43. Rec. June 22, 1848. Ante-Fire. Re-rec. Oct. 14, 1874. Doc. 185603.

"Q"

C. C. ROBINSON'S SUB. of Lots 59 to 72 incl. in Sub. of Blk. 43 (see "P"). Rec. Apr. 29, 1870 Ante-Fire. Re-rec. Oct. 14, 1874. Doc 185603

"R"

J. B. WILLIAMS' SUB. of Lots 79 & 80 of Thomas Stenson's Sub. of Blk. 54 (see "G"). Rec. Nov. 10, 1876. Doc. 119360.

"S"

JOHN W. HERSEY'S SUB. of Lots 29 & 30 in Sub. of the E. 1/2 of Blk. 53 (see "D"). Rec. Sept. 18, 1877. Doc. 130972.

"T"

SAMUEL M. PARISH SUB. of Lots 19 & 20 in Thomas Stenson's Sub. of Blk. 44 (see "C"). Rec. Aug. 30, 1878. Doc. 192662.

"U"

COUNTY CLERK'S DIV. of Lots 9 & 10 in Sub. of Blk. 59 (see "J"). Rec. Mar. 13, 1879. Doc. 214043.

"V"

E. W. BROOKS' SUB. of Lots 7 to 11 incl. in C. N. Holden's Sub. (see "K"). Rec. Nov. 29, 1879. Doc. 266777.

"W"

JOHN W. ELA'S SUB. of Lots 14 & 15 in Sub. of the E. 1/2 of Blk. 53 (see "D"). Rec. Jan. 2, 1884. Doc. 517287.

"X"

RESUB. of Lots 25, 26, and the E. 1/2 of 27 in Sub. of Blk. 37 (see "E"). Rec. July 26, 1889. Doc. 1133945.

"Y"

JOHN J. McGRATH'S SUB. of the E. 16 ft. of Lot 22 and Lot 23 and the W. 1/2 of Lot 24 in Thomas Stenson's Sub. of Blk. 54 (see "G"). Rec. Mar. 25, 1891. Doc. 1436822.

"Z"

OWNER'S SUB. of Lots 35 & 36 of Sub. of Blk. 43 (see "P"). Rec. May 31, 1894. Doc. 2051251.

"A'"

SUB. of Lot 41 in Thomas Stenson's Sub. of Blk. 44 (see "C"). Rec. Nov. 24, 1890. Doc. 2897839.

"B'"

FREDERICK A. OSWALD'S RESUB. of Lots 41 to 43 in Wilcox & Brown's Sub. (see "M"). Rec. Mar. 22, 1905. Doc. 3668590.

"C'"

SUB. of Lots 13 to 16 (except the E. 6/12 ft. thereof) in A. D. Taylor's Sub. (see "F"). Rec. June 5, 1900. Doc. 4213256.

"D'"

THORNE'S RESUB. of the S. 1/2 of Lots 17 & 18 in Sub. of Blk. 59 (see "J"), except the alley. Rec. June 6, 1913. Doc. 6061575.

"E'"

STREGER'S RESUB. of Lots 10 to 12 in A. D. Taylor's Sub. (see "F"). Rec. May 19, 1921. Doc. 7148308.

"F'"

OWNER'S DIV. of F. A. Oswald's Resub. (see "B'"). Rec. Dec. 30, 1922. Doc. 7761873.

"G'"

WM. SHORT'S SUB. of Blk. 38 of Canal Trustees' Sub. (see "A"). Ante-Fire.

(Continued from page 62697)

This recommendation was concurred in by a unanimous vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) AMBROSIO MEDRANO,
Chairman.

On motion of Alderman Troutman, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of General Services is authorized to execute on behalf of the City of Chicago, a lease with Antonio and Matilde Chavez, as Lessor, for approximately 751 square feet of office space located at 2883 North Milwaukee Avenue for use by the Mayor's Office of Inquiry and Information, as Lessee, such lease to be approved by the Director of the Mayor's Office of Inquiry and Information and to be approved as to form and legality by the Corporation Counsel in substantially the following form:

[Lease Agreement immediately follows
Section 2 of this ordinance.]

SECTION 2. This ordinance shall be effective from and after the date of its passage.

Lease Agreement referred to in this ordinance reads as follows:

Lease Agreement.

This lease is entered into this ____ day of _____, 1994 by and between Antonio and Matilde Chavez ("Landlord") and the City of Chicago, an Illinois municipal corporation ("Tenant").

Recitals.

Whereas, Antonio and Matilde Chavez are the owners of the premises commonly known as 2883 North Milwaukee Avenue, Chicago, Illinois; and

Whereas, Landlord has agreed to lease to Tenant, and Tenant has agreed to lease from Landlord approximately 751 square feet located at 2883 North Milwaukee Avenue for use by the Mayor's Office of Inquiry and Information;

Now, Therefore, In consideration of the covenants, terms and conditions set forth herein, the parties agree and covenant as follows:

Section 1.

Grant.

Landlord hereby leases to Tenant the following described premises ("Premises"):

Approximately 751 square feet of office space at 2883 North Milwaukee Avenue.

The Premises are located on that certain parcel of real estate in Chicago, Cook County, Illinois, at 2883 North Milwaukee Avenue.

Section 2.

Term.

The term of this lease ("Term") shall commence on November 7, 1994 ("Commencement Date") or date of occupation whichever occurs later, and

shall end on October 31, 1998, unless sooner terminated as set forth in this lease.

Section 3.

Rent, Taxes And Utilities.

3.1

Tenant shall pay rent for the Premises in the amount of:

Seven Hundred Twenty-five Dollars ($725.00) per month for the period beginning on the 7th day of November, 1994 and ending on the 31st day of October, 1995;

Seven Hundred Forty-seven Dollars ($747.00) per month for the period beginning on the 1st day of November, 1995 and ending on 31st day of October, 1996;

Seven Hundred Seventy Dollars ($770.00) per month for the period beginning on the 1st day of November, 1996 and ending on the 31st day of October, 1997;

Seven Hundred Ninety-three Dollars ($793.00) per month for the period beginning on the 1st day of November, 1997 and ending on the 31st day of October, 1998;

Rent shall be paid to Landlord at 3242 North Lincoln Avenue, Chicago, Illinois 60657 or at such place as Landlord may hereby designate in writing to Lessee.

3.2 Taxes And Other Levies.

Landlord shall pay when due all real estate taxes, duties, assessments, water charges, sewer charges, and other levies assessed against the Premises.

3.3 Utilities.

Tenant shall pay when due all charges for gas, electricity, light, heat, power and telephone or other communication service, and all other utility services used in or supplied to the Premises, except for those charges which this Lease specifies that Landlord shall pay.

Section 4.

Condition And Enjoyment Of Premises, Alterations And Additions, Surrender.

4.1 Condition Of Premises Upon Delivery Of Possession.

Landlord covenants that the Premises shall, at the time of delivery of possession to Tenant:

Comply in all respects with all laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments ("Law") which may be applicable to the Premises or to the use or manner of use of the Premises;

Landlord's duty under this section of the lease shall survive Tenant's acceptance of the Premises.

4.2 Covenant Of Quiet Enjoyment.

Landlord covenants and agrees that Tenant, upon paying the rent and upon observing and keeping the covenants, agreements and conditions of this lease on its part to be kept, observed and performed, shall lawfully and quietly hold, occupy and enjoy the Premises (subject to the provisions of this Lease) during the Term without hindrance or molestation by Landlord or by any person or persons claiming under Landlord.

4.3 Landlord's Duty To Maintain Premises And Right Of Access.

Landlord shall, at Landlord's sole expense, keep the Premises in a condition of thorough repair and good order, and in compliance with all applicable provisions of the Municipal Code of Chicago, including but not limited to those provisions in Title 13 ("Building and Construction"), Title 14 ("Electrical Equipment and Installation"), and Title 15 ("Fire Prevention"). If Landlord shall refuse or neglect to make needed repairs within fifteen (15) days after written notice thereof sent by Tenant, Tenant is authorized to make such repairs and to deduct the cost thereof from rents accruing under this lease. Landlord shall have the right of access to the Premises for the purpose of inspecting and making repairs to the Premises, provided that except in the case of emergencies, Landlord shall first give notice to Tenant of its desire to enter the Premises and will schedule its entry so as to minimize any interference with Tenant's use of Premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors or as otherwise necessary in the operation or protection of the Premises.

4.4 Use Of The Premises.

Tenant shall not use the Premises in a manner that would violate any Law. Tenant further covenants not to do or suffer any waste or damage, comply in all respects with the laws, ordinances, orders, rules, regulations, and requirements of all federal, state and municipal governmental departments which may be applicable to the Premises or to the use or manner of use of the Premises, disfigurement or injury to any building or improvements on the Premises, or to fixtures and equipment thereof.

4.5 Alterations And Additions.

Tenant shall have the right to make such alterations, additions and improvements on the Premises as it shall deem necessary, provided that any such alterations, additions and improvements shall be in full compliance with the applicable Law and provided that Tenant has obtained the prior written consent of Landlord.

Section 5.

Assignment, Sublease And Liens.

5.1 Assignment And Sublease.

Tenant shall not assign this lease in whole or in part, or sublet the Premises or any part thereof without the written consent of Landlord in each instance. Landlord shall not unreasonably withhold consent.

5.2 Tenant's Covenant Against Liens.

Tenant shall not cause or permit any lien or encumbrance, whether created by act of Tenant, operation of Law or otherwise, to attach to or be placed upon Landlord's title or interest in the Premises. All liens and encumbrances created by Tenant shall attach to Tenant's interest only.

Section 6.

Insurance And Indemnification.

6.1 Landlord's Duty To Provide Liability Insurance.

During the Term, Landlord shall, at Landlord's sole expense, obtain and continuously maintain comprehensive public liability insurance against any loss, liability or damage on, about, or relating to the Premises (the "Liability Insurance") in an amount and with terms specified in this lease, on or before the Commencement Date.

An original copy of the new or renewal liability policy, or a certificate of such policy issued by the Liability Insurer setting forth in full the provisions thereof shall be provided to the Tenant on or before the Commencement Date.

6.2 Amount Of Liability Insurance.

The initial Liability Insurance policy shall afford protection to the limit of not less than Three Hundred Thousand and no/100 Dollars ($300,000.00) (the "Minimum Limit").

6.3 Other Terms Of Liability Insurance.

The Liability Insurance shall name Landlord as named insured and the Tenant as an additional insured on a primary non-contributory basis for any liability arising directly or indirectly from this lease, and shall be obtained from and maintained with a reputable and financially sound insurance company authorized to issue such insurance in the State of Illinois (the "Liability Insurer"). Each Liability Insurance policy shall provide that it may be canceled, materially altered, or not renewed by the insurer only upon thirty (30) days prior written notice to Tenant and Landlord.

6.4 Landlord's Indemnification.

Landlord shall indemnify and hold Tenant harmless against all liabilities, judgment costs, damages and expenses which may accrue against, be charged to, or be recovered from Tenant by reason of Landlord's negligent performance of or failure to perform any of its obligations under this lease, provided that Tenant has provided Landlord with proper and timely written notice. Landlord not having actual knowledge of any defective conditions shall be an absolute defense in any action against Landlord for breach of any covenant based upon duties of Landlord to maintain Premises.

Section 7.

Damage Or Destruction.

7.1 Damage Or Destruction.

If the Premises shall be damaged or destroyed by fire or other casualty to such extent that Tenant cannot continue, occupy or conduct its normal business therein, or if, in Tenant's sole opinion, the Premises are rendered untenantable, Tenant shall have the option to declare this lease terminated as of the date of such damage or destruction by giving Landlord written notice to such effect. If Tenant exercises this option, the rent shall be apportioned as of the date of such damage or destruction and Landlord shall forthwith repay to Tenant all prepaid rent.

Section 8.

Conflict Of Interest And Governmental Ethics.

8.1 Conflict Of Interest.

No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any personal interest, direct or indirect, in the Premises; nor shall any such official, employee, or member participate in any decision relating to this lease which affects his or her personal interest or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested.

8.2 Landlord's Duty To Comply With Governmental Ethics Ordinance.

Landlord shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics", including but not limited to Section 2-156-120 of this chapter, pursuant to which no payment, gratuity or offer of employment shall be made in connection with any City of Chicago contract, as an inducement for the award of a contract or order. Any contract or lease negotiated, entered into, or performed in violation of any of the provisions of this chapter shall be voidable as to Tenant.

Section 9.

Holding Over.

9.1

Holding Over. Any holding over by Tenant shall be construed to be a tenancy from month to month only beginning November 1, 1998.

Section 10.

Miscellaneous.

10.1 Notice.

All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by Landlord to Tenant shall be delivered by national overnight courier or shall be by United Sates registered or certified mail, return receipt requested, postage prepaid, addressed to Tenant as follows:

Asset Manager
Department of General Services
Bureau of Assets Management
Room 303B
510 North Peshtigo Court
Chicago, Illinois 60611

or at such other place as Tenant may from time to time designate by written notice to Landlord and to Tenant at the Premises. All notices, demands, and requests by Tenant to Landlord shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to Landlord as follows:

Antonio and Matilde Chavez
3242 North Lincoln Avenue
Chicago, Illinois 60657

or at such other place as Landlord may from time to time designate by written notice to Tenant. Any notice, demand or request which shall be served upon Landlord by Tenant, or upon Tenant by Landlord, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

10.2 Partial Invalidity.

If any covenant, condition, provision, term or agreement of this lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this lease shall be valid and in force to the fullest extent permitted by law.

10.3 Governing Law.

This lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

10.4 Entire Agreement.

All preliminary and contemporaneous negotiations are merged into and incorporated in this lease. This lease contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

10.5 Captions And Section Numbers.

The captions and section numbers appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this lease nor in any way affect his lease.

10.6 Binding Effect Of Lease.

The covenants, agreements and obligations contained in this lease shall extend to, bind and inure to the benefit of the parties and their representatives, heirs, successors and assigns.

10.7 Time Is Of The Essence.

Time is of the essence of this lease and of each and every provision hereof.

10.8 No Principal/Agent Or Partnership Relationship.

Nothing contained in this lease shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto.

10.9 Authorization To Execute Lease.

The parties executing this lease hereby represent and warrant that they are duly authorized and acting representatives of Landlord and Tenant, respectively, and that by their execution of this lease, it became the binding obligation of Landlord and Tenant, respectively, subject to no contingencies or conditions except as specifically provided herein.

10.10 Termination Of Lease.

Tenant shall have the right to terminate this lease within sixty (60) days prior written notice at any time during the Term of this lease.

10.11 Force Majeure.

When a period of time is provided in this lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, governmental regulation or control, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for amount of time the party is so delayed.

10.12 Condemnation.

If the whole or any substantial part of the Premises are taken or condemned by any competent authority for any public use or purpose, or if any adjacent property or street shall be so condemned or improved in such a manner as to require the use of any part of the Premises, the Term of this lease shall, at the option of Landlord or the condemning authority, be terminated upon, and not before, the date when possession of the part so taken shall be required for such use or purpose, and Landlord shall be entitled to receive the entire award without apportionment with Tenant. Rent shall be apportioned as of the date of Tenant's vacating as the result of said termination.

Section 11.

Additional Responsibilities Of Landlord.

Landlord under this lease shall:

11.1

Provide alarm and security gates.

11.2

Provide off-street parking in rear of building for maximum of four (4) automobiles.

11.3

Provide for heat daily from 8:00 A.M. to 9:00 P.M. (Saturdays, 8:00 A.M. to 6:00 P.M.) Sundays and holidays whenever heat shall be necessary for comfortable occupancy of the demised Premises. Maintain plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

11.4

Provide for sleeve air conditioning unit daily from 8:00 A.M. to 9:00 P.M. (Saturdays, 8:00 A.M. to 6:00 P.M.) Sundays and holidays if necessary, whenever air conditioning shall be required for comfortable occupancy of the Premises and maintain plant and equipment in good operable condition, excluding damage caused by acts of vandalism from Tenant or any of its agents or clients.

11.5

Provide and pay for janitorial service for the maintenance of the exterior and interior of building, including mechanical components. Janitorial service shall not be construed to mean cleaning, washing, or sweeping of any kind, or moving of furniture or replacing of light bulbs, etc., but shall refer strictly to service for the maintenance of the physical plant.

Section 12.

Additional Responsibilities of Tenant.

Tenant under this lease shall:

12.1

Replace any broken plate glass on first floor of said Premises during term of lease which is not caused by negligence of Landlord.

12.2

Provide and pay for nightly custodial services which shall be construed as cleaning, washing, emptying wastepaper baskets, replacement of light bulbs or sweeping of any kind.

12.3

Tenant reserves the right to install an appropriate sign on the front exterior of the the building provided that it complies with federal, state and municipal laws.

12.4

Upon the termination of this lease, Tenant shall surrender the Premises to the Landlord in a comparable condition to the condition of the Premises at the beginning of this lease, with normal wear and tear taken into consideration.

12.5

Tenant will allow Landlord to place upon Premises notices of rental signs not to exceed two (2) feet by two (2) feet in size.

12.6

Pay for monthly alarm service, if necessary.

12.7

Tenant agrees that Tenant has inspected the Premises and all related areas and grounds and that Tenant is satisfied with the physical condition thereof.

12.8

Tenant, or any of his or her agents or employees, shall not perform or permit any practice that may damage the reputation of or otherwise be injurious to the Premises or neighborhood, or be disturbing to other Tenants, be illegal, or increase the rate of insurance on the Premises.

12.9

Tenant shall keep out of Premises, materials which cause a fire hazard or safety hazard and comply with reasonable requirements of Landlord's fire insurance carrier; not destroy, deface, damage, impair, nor remove any part of the Premises or facilities, equipment or appurtenances thereto; and maintain the smoke detectors in the Premises in accordance with applicable law.

12.10 Painting Of Premises:

Tenant will give thirty (30) days prior written notice to Landlord when painting of premises is required, anytime after six (6) months from occupation of leased space.

In Witness Whereof, The parties have executed this lease as of the day and year first above written.

Landlord

Antonio Chavez

Matilde Chavez

The City of Chicago, an Illinois municipal corporation

Commissioner of General Services

Asset Manager

Approved As To Form And Legality:

Assistant Corporation Counsel

Director, Mayor's Office of Inquiry and Information

COMMITTEE ON POLICE AND FIRE.

REAPPOINTMENT OF MR. WILLIAM C. ALLETTO AS MEMBER OF CHICAGO EMERGENCY TELEPHONE SYSTEM BOARD.

The Committee on Police and Fire submitted the following report:

CHICAGO, November 21, 1994.

To the President and Members of the City Council:

Your Committee on Police and Fire held a meeting on Monday, November 21, 1994 and having had under consideration a communication signed by The Honorable Richard M. Daley, Mayor, reappointing William C. Alletto as a member of the Chicago Emergency Telephone System Board for a term expiring July 1, 1999, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the committee's recommendation was *Concurred In* and the said proposed reappointment of William C. Alletto as a member of Chicago Emergency Telephone System Board was *Approved* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

AMENDMENT OF TITLE 14, CHAPTER 46 OF MUNICIPAL CODE OF CHICAGO BY FURTHER REGULATION OF BURGLAR ALARMS IN NON-RESIDENTIAL BUILDINGS.

The Committee on Police and Fire submitted the following report:

CHICAGO, November 21, 1994.

To the President and Members of the City Council:

Your Committee on Police and Fire held a meeting on Monday, November 21, 1994 and having had under consideration an ordinance amending Chapter 14-46 of the Municipal Code of Chicago to make various changes relating to burglar alarms in non-residential buildings, begs leave to report and recommend that Your Honorable Body *Pass* the said proposed ordinance which is transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) WILLIAM M. BEAVERS,
Chairman.

On motion of Alderman Beavers, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Chapter 14-46 of the Municipal Code of Chicago is hereby amended by deleting the bracketed language and inserting the italicized language, as follows:

14-46-010

(a) "Burglar alarm system" means any assembly of equipment, mechanical or electrical, designed to signal the occurrence of an illegal entry or attempted illegal entry of the premises protected by the system. However, "burglar alarm system" shall not include any system installed to protect any premises used primarily for residential, educational or religious purposes *or used primarily by a unit of government or school district.*

* * * * *

14-46-010

(d) "False alarm" means a burglar alarm system activated in the absence of an emergency whether willfully or by inadvertence, negligence or unintentional act, including any mechanical or electrical malfunction of the alarm system, to which the Department of Police is alerted for a response. A false alarm shall not include an alarm activated by *a temporary surge or loss of electrical power or loss of telephone service to the burglar alarm user; the* testing or repairing of telephone or electrical lines or equipment outside the premises if prior notice of the testing or repair is given to the Department of Police; unusually violent conditions of nature; an illegal entry, theft or robbery, or an attempt thereof; or an observable act of vandalism; where evidence of such activity exists.

* * * * *

14-46-050

(a) Whenever a notice is given under section 14-46-04 *which, if uncontested, could result in the imposition of one or more administrative penalties for an offense described in the notice* [with respect to premises for which there have been five or more previous notices of false alarm given within the calendar year, or whenever notice is given under Section 14-46-040 for the failure to display an alarm permit], the Director of Revenue shall send a second notice by first class mail to the person designated pursuant to section 14-46-020 to receive notices or, if there is no such person, to the current occupant of the premises.

(b) This second notice shall contain the name of the burglar alarm user (if known), the permit number of the burglar alarm user (if any), an indication as to whether or not the permit (if any) was visible to the police officer, the date, time and address of the occurrence and whether the Notice of False Alarm/Failure to Display Alarm Permit was issued for a false alarm or for a failure to display an alarm permit. The second notice shall indicate the specific administrative penalty, if any, that will be assessed against the burglar alarm user unless the determination of false alarm or failure to display alarm permit is successfully contested. *The Notice shall explain the burglar alarm user's right to an administrative hearing at which the determinations of false alarm or administrative penalty may be contested and the time and manner by which such a hearing must be requested.* In addition, *if the second notice indicates that an administrative penalty will be assessed for a false alarm,* the second notice shall *also* provide the dates of [each of] the [five] previous notices of false alarm issued in the calendar year *for which no administrative penalty applies and for which no second notices have previously been given.* [The Notice shall explain the burglar alarm user's right to an administrative hearing at which the determinations of false alarm or administrative penalty may be contested and the time and manner by which such a hearing must be requested.]

* * * * *

14-46-060

(b) Whenever a second notice is given under section 14-46-050 *that provides the dates of the previous notices of false alarm issued in the calendar year for which no administrative penalty applies* [with respect to premises for which there have been five previous notices of false alarm given within the calendar year], the burglar alarm user may request an administrative hearing to contest the determination of false alarm for

which the second notice was issued as well as any or all of the [five] previous determinations of false alarm given within the calendar year *for which no administrative penalty applies,* provided, however, that no previous determination of false alarm may be contested if the burglar alarm user (i) previously requested an administrative hearing to contest that determination of false alarm or (ii) was given a second notice of that determination of false alarm in conjunction with a second notice of failure to display or a notice of failure to maintain an alarm permit.

SECTION 2. This ordinance shall be in full force and effect upon passage and approval.

COMMITTEE ON SPECIAL EVENTS AND CULTURAL AFFAIRS.

PERMISSION TO HOLD SIDEWALK SALES ON PORTIONS OF SPECIFIED STREETS

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration four (4) proposed orders (referred to the committee on October 5, 1994), begs leave to recommend that Your Honorable Body *Pass* the proposed orders which are transmitted herewith.

This recommendation was concurred in by all members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) CAROLE BIALCZAK,
Chairman.

On motion of Alderman Bialczak, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following are said orders as passed (the italic heading in each case not being a part of the order):

Chicago Luggage.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Chicago Luggage, 12 South Wabash Avenue, for the conduct of a sidewalk sale in front of 12 South Wabash Avenue, for the following period:

Wednesday, October 5, 1994, from 9:30 A.M. to 5:30 P.M.;

Thursday, October 6, 1994, from 9:30 A.M. to 5:30 P.M.;

Friday, October 7, 1994, from 9:30 A.M. to 5:30 P.M..

Florsheim Shoe Store.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Florsheim Shoe Store, in care of Christopher B. Pate, Manager, 2 South Wabash Avenue, for the conduct of a sidewalk sale for the period of October 4, 5 and 6, 1994, during the hours of 9:00 A.M. and 7:00 P.M., each day.

Hyde Park Office Products.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Hyde Park Office Products, in care of Cheryl Clark, 1456 East 53rd Street, for the conduct of a sidewalk sale in front of 1454 -- 1456 East 53rd Street, during the hours of 9:00 A.M. and 6:00 P.M., for the periods of October 1, 2, 7, 8, 9, 14, 15, 16, 21, 22, 23, 28, 29 and 30, 1994.

Reiter's Company.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to grant permission to Reiter's Company, 8643 South Cottage Grove Avenue, for the conduct of a sidewalk sale in front of 8643 South Cottage Grove Avenue, for the period of September 1, 2 and 3, 1994.

AUTHORIZATION FOR WAIVER OF LICENSE FEES FOR VARIOUS EVENTS.

The Committee on Special Events and Cultural Affairs submitted the following report:

CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Your Committee on Special Events and Cultural Affairs, having had under consideration four (4) proposed orders (referred to the committee on November 2, 10 and 16, 1994), begs leave to recommend that Your Honorable Body *Pass* the proposed orders, which are transmitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) CAROLE BIALCZAK,
Chairman.

On motion of Alderman Bialczak, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following are said orders as passed (the italic heading in each case not being a part of the order):

Itinerant Merchant License Fees.

American Society Of Artists, Inc. Annual Arts Expressions Shows.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the Itinerant Merchant License fees in connection with the American Society of Artists, Inc., for their Annual Arts Expressions Shows at the Atrium Mall, James Thompson Center, April 6 and 7, July 6 and 7 and November 16 and 17, 1995, 9:00 A.M. to 8:00 P.M. each day.

American Society Of Artists, Inc. Arts And Crafts Shows.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the Itinerant Merchant License fees in connection with the American Society of Artists, Inc., for their Annual Arts and Crafts Shows at the Plaza of America on June 8 and 9, July 20 and 21 and August 24 and 25, 1995, between the hours of 5:00 A.M. to 8:00 P.M. each day.

American Society Of Artists, Inc. Michigan Avenue Arts And Crafts Experience Shows.

Ordered, That the Director of the Department of Revenue is hereby authorized and directed to waive the Itinerant Merchant License fees in connection with the American Society of Artists, Inc., for their Fourth Annual Michigan Avenue Arts and Crafts Experience Shows on South Michigan Avenue (west side) from West Wacker Drive to East Congress Parkway, South Michigan Avenue (east side) from East Randolph Street to East Jackson Boulevard, July 14 and 15, 1995, 5:00 A.M. to 8:00 P.M. each day.

Special Event License Fees.

Saint Constance Church Fall Festival.

Ordered, That the Director of the City Department of Revenue waive the special event fees in conjunction with a fall festival to be held on the premises of Saint Constance Church, 5864 West Ainslie Street, for the period of November 11 through November 13, 1994, during the hours of 12:00 Noon to 12:00 Midnight each day.

COMMITTEE ON TRAFFIC CONTROL AND SAFETY.

ESTABLISHMENT AND AMENDMENT OF LOADING ZONES ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (June 16, July 13, August 3, September 14 and October 5, 1994) proposed ordinances to establish and amend loading zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Establishment Of Loading Zones.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That in accordance with the provisions of Title 9, Chapter 64, Section 160 of the Municipal Code of Chicago, the following locations are hereby designated as loading zones for the distances specified, during the hours designated:

Ward	Location And Time
1	South Michigan Avenue (east side) from a point 25 feet north of East 14th Street, to a point 40 feet north thereof -- 9:00 A.M. to 2:00 A.M. (94-0945);
1	West Grand Avenue (north side) from a point 85 feet east of North Noble Street, to a point 25 feet east thereof -- loading zone/tow-away zone -- 6:00 P.M. to 12:00 Midnight -- no exceptions (94-1180);
18	South Pulaski Road (east side) from a point 23 feet south of West 85th Place, to a point 25 feet south thereof -- 8:30 A.M. to 5:00 P.M. -- Monday through Saturday (94-0646);
26	North Milwaukee Avenue (west side) from a point 50 feet south of West North Avenue, to a point 45 feet south thereof (94-0803);
26	North Milwaukee Avenue (west side) from a point 251 feet north of North Honore Street, to a point 25 feet north thereof (94-0801);

Ward	Location And Time
32	West Belmont Avenue (south side) from a point 160 feet east of North Lakewood Avenue, to a point 25 feet east thereof -- 5:00 P.M. to 10:00 P.M. (94-1081);
33	West Belmont Avenue (south side) from a point 85 feet west of North Elston Avenue, to a point 100 feet west thereof -- 9:00 A.M. to 8:00 P.M. (94-1080);
33	West Fullerton Avenue (south side) from a point 92 feet east of North Milwaukee Avenue, to a point 20 feet east thereof -- 9:00 A.M. to 8:00 P.M. -- Monday through Friday (94-1078);
36	North Harlem Avenue (east side) from a point 288 feet north of West Wrightwood Avenue, to a point 25 feet north thereof -- 6:00 P.M. to 11:00 P.M. (94-1075);
36	West North Avenue (north side) from a point 109 feet east of North Sayre Avenue, to a point 25 feet east thereof -- 9:00 A.M. to 5:00 P.M. -- Monday through Saturday (94-1074);
40	North Wayne Avenue (west side) from a point 20 feet south of West Devon Avenue, to a point 45 feet south thereof -- 9:00 A.M. to 5:00 P.M. -- Monday through Saturday (94-1063);
42	North LaSalle Boulevard (west side) from a point 60 feet north of West Superior Street, to a point 25 feet north thereof -- loading zone/tow-away zone -- 9:30 A.M. to 6:00 P.M. -- Monday through Saturday (94-1209);

Ward	Location And Time
42	North LaSalle Boulevard (west side) from a point 65 feet south of West Illinois Street, to a point 25 feet south thereof -- loading zone/tow-away zone -- 9:30 A.M. to 5:30 P.M. -- Monday through Saturday (94-1211);
42	West Schiller Street (north side) from a point 20 feet west of North Wells Street, to a point 25 feet west thereof -- loading zone/tow-away zone -- 6:00 P.M. to 2:00 A.M. (94-1207);
42	North State Street (west side) from a point 20 feet south of West Hubbard Street, to a point 25 feet south thereof -- loading zone/tow-away zone -- 9:00 A.M. to 10:00 P.M. (94-1206);
43	North Dayton Street (west side) from a point 85 feet north of West Armitage Avenue, to a point 35 feet north thereof -- 10:00 A.M. to 10:00 P.M. (94-1213);
43	North Lincoln Avenue (east side) from a point 202 feet north of West Webster Avenue, to a point 13 feet north thereof -- loading zone/tow-away zone -- 6:00 A.M. to 9:00 A.M. -- daily (94-1214);
44	North Ashland Avenue (east side) from a point 105 feet north of West Addison Street, to a point 55 feet north thereof -- loading zone/tow-away zone -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday (94-0884);

Ward	Location And Time
44	North Halsted Street (west side) from a point 20 feet south of West Roscoe Street, to a point 30 feet south thereof -- 4:00 P.M. to 3:00 A.M. (94-0885);
44	North Halsted Street (east side) from a point 85 feet south of West Roscoe Street, to a point 25 feet south thereof -- loading zone/tow-away zone -- 7:00 A.M. to 3:00 A.M. (94-0755);
47	At 4843 North Western Avenue -- 8:00 A.M. to 6:00 P.M. -- daily (94-1057);
50	West Peterson Avenue (north side) from a point 20 feet west of North Artesian Avenue, to a point 25 feet west thereof -- handicapped/ loading zone (94-1052).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Loading Zones.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Repeal ordinance passed March 21, 1990 (Council Journal of Proceedings, page 13478) which reads:

"West Court Place (south side) from a point 100 feet west of North Desplaines Street, to a point 95 feet west thereof -- loading zone/tow-away zone" (1st Ward) (94-1112).

SECTION 2. Repeal ordinance passed July 29, 1992 (Council Journal of Proceedings, page 20113) which reads:

"North Ashland Avenue (east side) from a point 35 feet north of West Arthur Avenue, to a point 25 feet north thereof -- 7:00 A.M. to 10:00 P.M." (40th Ward) (94-1064).

SECTION 3. Amend ordinance passed March 26, 1993 (Council Journal of Proceedings, page 30340) which reads:

"West Armitage Avenue (north side) from a point 165 feet west of North Halsted Street, to a point 25 feet west thereof -- 6:00 P.M. to 12:00 Midnight"

by striking the above and inserting in lieu thereof:

"West Armitage Avenue (north side) from a point 145 feet west of North Halsted Street, to a point 45 feet west thereof -- loading zone/tow-away zone -- 5:00 P.M. to 12:00 Midnight" (43rd Ward) (94-0888).

SECTION 4. This ordinance shall take effect and be in force hereinafter its passage and publication.

RESTRICTION AND AMENDMENT OF VEHICULAR TRAFFIC MOVEMENT ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (May 18, June 16, August 3 and October 5, 1994) proposed ordinances to restrict and amend vehicular traffic movement on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Restriction Of Vehicular Traffic Movement To Single Direction.

SECTION 1. Pursuant to Title 9, Chapter 20, Section 010 of the Municipal Code of Chicago, the operator of a vehicle shall operate such vehicle only in the direction specified below on the public ways between the limits indicated:

Ward	Location
11	First north/south alley east of South Damen Avenue, between West 38th Street and West 37th Street -- northerly (94-0670);

Ward	Location
18	South Spaulding Avenue, from West 82nd Street to West 83rd Street -- southerly (94-0481);
23	First alley north of West 55th Street, between South Lorel Avenue and South Long Avenue -- westerly (94-0925);
29	North Menard Avenue, from the first alley south of West North Avenue to West Division Street -- northerly (94-0920);
41	North Algonquin Avenue, from North Caldwell Avenue to North Lehigh Avenue -- southwesterly (94-0896);
50	North Sacramento Avenue, from West Jerome Street to West Howard Street -- northerly (94-1263).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Vehicular Traffic Movement.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Amend ordinance passed December 15, 1993 (Council Journal of Proceedings, page 43989) which reads:

"North Oketo Avenue, from West Byron Street to West Forest Preserve Avenue -- northerly"

by striking the above and inserting in lieu thereof:

"North Oketo Avenue, from West Forest Preserve Avenue to West Byron Street -- southerly" (38th Ward) (94-1070).

SECTION 2. Amend ordinance heretofore passed by the City Council which reads:

"West Chestnut Street, from North LaSalle Street to North Clark Street -- westerly"

by striking:

"westerly"

and inserting in lieu thereof:

"easterly".

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF PARKING RESTRICTIONS ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (April 13, June 16, July 13, August 3, September 14 and October 5, 1994) proposed ordinances to establish and amend parking restrictions on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting vote.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Prohibition Of Parking At All Times.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Title 9, Chapter 64, Section 050 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways as indicated:

Ward	Location
18	South Whipple Street (east side) from a point 30 feet south of West 83rd Street, to a point 20 feet north of West 83rd Place; also from a point 20 feet south of West 83rd Place, to a point 20 feet north of West 84th Street (94-0645).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Prohibition Of Parking At All Times.
(Except For Handicapped)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Title 9, Chapter 64, Section 050 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public ways as indicated:

Ward	Location
3	At 3818 South Calumet Avenue -- Handicapped Parking Permit 9767;
3	At 928 West 50th Street -- Handicapped Parking Permit 9646;
3	At 5007 South Elizabeth Street -- Handicapped Parking Permit 9648;
3	At 5030 South Morgan Street -- Handicapped Parking Permit 9886;
3	At 4205 South Wells Street -- Handicapped Parking Permit 9887;
5	At 1746 East 74th Street -- Handicapped Parking Permit 9770;
6	At 215 East 77th Street -- Handicapped Parking Permit 9888;

Ward	Location
6	At 7224 South Langley Avenue -- Handicapped Parking Permit 9890;
7	At 9112 South Yates Boulevard -- Handicapped Parking Permit 10089;
8	At 7955 South Kenwood Avenue -- Handicapped Parking Permit 10090;
8	At 8038 South Dante Avenue -- Handicapped Parking Permit 9893;
9	At 319 West 99th Place -- Handicapped Parking Permit 9898;
9	At 10232 South Vernon Avenue -- Handicapped Parking Permit 9901;
9	At 10415 South Wabash Avenue -- Handicapped Parking Permit 9900;
10	At 13304 South Buffalo Avenue -- Handicapped Parking Permit 9905;
10	At 13348 South Carondolet Avenue -- Handicapped Parking Permit 9906;
10	At 10722 South Avenue E -- Handicapped Parking Permit 9902;
11	At 514 West 44th Place -- Handicapped Parking Permit 10106;

Ward	Location
11	At 1206 West 31st Street -- Handicapped Parking Permit 9908;
11	At 2521 West 45th Street -- Handicapped Parking Permit 9911;
11	At 2929 South Farrell Street -- Handicapped Parking Permit 9913;
11	At 4539 South Union Avenue -- Handicapped Parking Permit 9919;
11	At 1632 West 34th Street -- Handicapped Parking Permit 10104;
11	At 4542 South Emerald Avenue -- Handicapped Parking Permit 10110;
11	At 2625 South Emerald Avenue -- Handicapped Parking Permit 9912;
11	At 3213 South Throop Street -- Handicapped Parking Permit 9917;
11	At 2920 South Union Avenue -- Handicapped Parking Permit 9918;
11	At 443 West 37th Street -- Handicapped Parking Permit 9909;
11	At 3138 South Throop Street -- Handicapped Parking Permit 9916;

Ward	Location
11	At 1819 West 33rd Street -- Handicapped Parking Permit 9793;
12	At 4547 South Leclaire Avenue -- Handicapped Parking Permit 9683;
13	At 6005 South Kilbourn Avenue -- Handicapped Parking Permit 9926;
13	At 6511 South Kilpatrick Avenue -- Handicapped Parking Permit 10115;
13	At 5504 West 64th Place -- Handicapped Parking Permit 9924;
13	At 5944 South Tripp Avenue -- Handicapped Parking Permit 9928;
14	At 4325 South Keeler Avenue -- Handicapped Parking Permit 9931;
14	At 2733 West 38th Place -- Handicapped Parking Permit 9929;
15	At 6942 South Claremont Avenue -- Handicapped Parking Permit 10122;
15	At 6050 South Wood Street -- Handicapped Parking Permit 9941;
16	At 5626 South Bishop Street -- Handicapped Parking Permit 9943;

Ward	Location
16	At 5744 South Washtenaw Avenue -- Handicapped Parking Permit 9812;
16	At 5346 South Hermitage Avenue -- Handicapped Parking Permit 9945;
16	At 5321 South Paulina Street -- Handicapped Parking Permit 9949;
20	At 5607 South Wabash Avenue -- Handicapped Parking Permit 9963;
20	At 5754 South Wabash Avenue -- Handicapped Parking Permit 9964;
20	At 6530 South University Avenue -- Handicapped Parking Permit 9700;
20	At 6720 South St. Lawrence Avenue -- Handicapped Parking Permit 9962;
20	At 6517 South Greenwood Avenue -- Handicapped Parking Permit 9959;
23	At 6654 West 64th Street -- Handicapped Parking Permit 9969;
24	At 1315 South Avers Avenue -- Handicapped Parking Permit 9974;
24	At 3923 West Van Buren Street -- Handicapped Parking Permit 9981;

Ward	Location
25	At 1123 West 17th Street -- Handicapped Parking Permit 9982;
26	At 3224 West Hirsch Street -- Handicapped Parking Permit 9987;
28	At 2724 West Lexington Street -- Handicapped Parking Permit 9995;
29	At 1415 North Luna Avenue -- Handicapped Parking Permit 10001;
30	At 5026 West Oakdale Avenue -- Handicapped Parking Permit 10006;
31	At 4937 West Barry Avenue -- Handicapped Parking Permit 10007;
31	At 2044 North Kilpatrick Avenue -- Handicapped Parking Permit 10011;
31	At 3752 West Shakespeare Avenue -- Handicapped Parking Permit 10016;
32	At 2126 West Charleston Street -- Handicapped Parking Permit 10018;
32	At 1803 West Wabansia Avenue -- Handicapped Parking Permit 10019;
33	At 3739 North Troy Street -- Handicapped Parking Permit 10021;

Ward	Location
34	At 11344 South Emerald Avenue -- Handicapped Parking Permit 10025;
34	At 10438 South Normal Avenue -- Handicapped Parking Permit 10027;
34	At 33 West 112th Street -- Handicapped Parking Permit 10024;
34	At 11619 South Lafayette Avenue -- Handicapped Parking Permit 9313;
35	At 1923 North Francisco Avenue -- Handicapped Parking Permit 9607;
35	At 2106 North Kedzie Avenue -- Handicapped Parking Permit 10031;
36	At 3026 North Rutherford Avenue -- Handicapped Parking Permit 10034;
38	At 3841 North Sayre Avenue -- Handicapped Parking Permit 10038;
38	At 5955 West Waveland Avenue -- Handicapped Parking Permit 10039;
39	At 5035 North Kennison Avenue -- Handicapped Parking Permit 10040;
39	At 5819 North Christiana Avenue -- Handicapped Parking Permit 9748;

Ward	Location
40	At 1326 West Albion Avenue -- Handicapped Parking Permit 10041;
40	At 2623 West Farragut Avenue -- Handicapped Parking Permit 10043;
40	At 6239 North Ravenswood Avenue -- Handicapped Parking Permit 10044;
40	At 4907 North Talman Avenue -- Handicapped Parking Permit 10046;
41	At 5425 North Normandy Avenue -- Handicapped Parking Permit 10047;
45	At 5141 North Menard Avenue -- Handicapped Parking Permit 10058;
45	At 5050 West Byron Street -- Handicapped Parking Permit 10053;
45	At 5119 West Pensacola Avenue -- Handicapped Parking Permit 10059;
45	At 4520 North Laporte Avenue -- Handicapped Parking Permit 10057;
47	At 2421 West Berteau Avenue -- Handicapped Parking Permit 10061;
50	At 2000 West Farwell Avenue -- Handicapped Parking Permit 10064;

Ward	Location
50	At 3136 West Hood Avenue -- Handicapped Parking Permit 10065;
50	At 2215 West Lunt Avenue -- Handicapped Parking Permit 10066;
50	At 6227 North Sacramento Avenue -- Handicapped Parking Permit 10069;
50	At 6325 North Mozart Street -- Handicapped Parking Permit 10067;
50	At 2435 West Rosemont Avenue -- Handicapped Parking Permit 9876;
50	At 6551 North Sacramento Avenue -- Handicapped Parking Permit 10032.

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Parking Prohibition At All Times.
(Except For Handicapped)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Removal of Handicapped Parking Permit 1039 signs, located at 3347 South Lowe Avenue (11th Ward).

SECTION 2. Removal of Handicapped Parking Permit 8675 signs, located at 3921 South Campbell Avenue (12th Ward).

SECTION 3. Relocation of Handicapped Parking Permit 8602 signs, from 6720 South Artesian Avenue to 7345 South Rockwell Avenue (15th Ward).

SECTION 4. Removal of Handicapped Parking Permit 7172 signs, located at 5438 South Hamlin Avenue (23rd Ward).

SECTION 5. Removal of Handicapped Parking Permit 6003 signs, located at 1932 West Ohio Street (27th Ward).

SECTION 6. Removal of Handicapped Parking Permit 6758 signs, located at 1630 North Harding Avenue (31st Ward).

SECTION 7. Removal of Handicapped Parking Permit 7149 signs, located at 4506 West Altgeld Street (31st Ward).

SECTION 8. Removal of Handicapped Parking Permit 6279 signs, located at 2918 North Keating Avenue (31st Ward).

SECTION 9. Removal of Handicapped Parking Permit 3572 signs, located at 1715 North Tripp Avenue (31st Ward).

SECTION 10. Removal of Handicapped Parking Permit 3567 signs, located at 3351 West Hirsch Street (31st Ward).

SECTION 11. Removal of Handicapped Parking Permit 5788 signs, located at 3612 North Newland Avenue (36th Ward).

SECTION 12. Removal of Handicapped Parking Permit 11 signs, located at 6219 West Cuyler Avenue (38th Ward).

SECTION 13. Removal of Handicapped Parking Permit 4575 signs, located at 5023 West Agatite Avenue (45th Ward).

SECTION 14. Removal of Handicapped Parking Permit 7075 signs, located at 4971 North Major Avenue (45th Ward).

SECTION 15. Removal of Handicapped Parking Permit 7441 signs, located at 3803 North Marshfield Avenue (47th Ward).

SECTION 16. Removal of Handicapped Parking Permit 7858 signs, located at 4416 North Damen Avenue (47th Ward).

SECTION 17. Removal of Handicapped Parking Permit 8195 signs, located at 3626 North Claremont Avenue (47th Ward).

SECTION 18. Removal of Handicapped Parking Permit 5005 signs, located at 4544 North Claremont Avenue (47th Ward).

SECTION 19. This ordinance shall take effect and be in force hereinafter its passage and publication.

Prohibition Of Parking During Specified Hours.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Title 9, Chapter 64, Section 089 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle upon the following public way in the areas indicated, during the hours specified:

Ward	Location
12	South Wolcott Avenue (west side) from a point 40 feet south of West 44th Street, to a point 300 feet south thereof -- 8:00 A.M. to 4:30 P.M. -- Monday through Friday (94-0937);
13	West 60th Street (south side) from a point 30 feet west of South Komensky Avenue, to a point 70 feet west thereof -- 9:00 A.M. to 5:00 P.M. -- Monday through Friday (94-1040);
23	West 56th Street (north side) from a point 20 feet west of South Narragansett Avenue, to the first alley west thereof -- 8:00 A.M. to 4:30 P.M. -- Monday through Friday (94-0812).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Parking Prohibition During Specified Hours.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Repeal ordinance passed September 16, 1966 (Council Journal of Proceedings, page 7314) which reads:

"East/West 31st Street (both sides) from Dan Ryan Expressway to South Lake Shore Drive -- 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. -- Monday through Friday" (2nd Ward) (94-0673).

SECTION 2. Amend ordinance passed November 5, 1993 (Council Journal of Proceedings, page 40350) which reads:

"South Western Avenue (west side) from West 49th Place to West 51st Street"

by striking:

"West 49th Place"

and inserting in lieu thereof:

"West 50th Street -- parking prohibited during specified hours -- 3:00 P.M. to 7:00 P.M. -- Monday through Friday -- tow-away zone"

and adding:

"South Western Avenue (west side) from West 49th Place to West 50th Street -- parking prohibited at all times -- tow-away zone" (14th Ward) (94-0821).

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

Limitation Of Parking During Specified Hours.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Title 9, Chapter 64, Section 080 of the Municipal Code of the City of Chicago, the operator of a vehicle shall not park such vehicle upon the following public ways in the areas indicated:

Ward	Location And Time
13	South Lawndale Avenue (west side) from a point 20 feet south of West 76th Street, to a point 195 feet south thereof -- one hour limit 7:00 A.M. to 7:00 P.M. -- Monday through Friday (94-0935);
13	West 59th Street (north side) from a point 107 feet west of South Kostner Avenue, to a point 50 feet west thereof -- two hour limit -- 6:00 A.M. to 9:00 A.M. -- Monday through Friday (94-0658);
15	South Talman Avenue (both sides) from a point 20 feet north of West 71st Street to the first alley north thereof -- one hour limit -- Monday through Friday (94-0929);
32	North Western Avenue (east side) from a point 20 feet south of West Thomas Street, to a point 100 feet south thereof -- two hour limit -- 6:00 A.M. to 12:00 Midnight (94-1083).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Parking Limitation During Specified Hours.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Amend ordinance passed November 29, 1989 (Council Journal of Proceedings, page 8312) which reads:

"West 46th Street (north side) from a point 30 feet east of South Ashland Avenue, to a point 55 feet east thereof -- thirty minute parking -- 8:30 A.M. to 7:00 P.M."

by striking:

"thirty minute parking -- 8:30 A.M. to 7:00 P.M."

and inserting in lieu thereof:

"no parking loading zone/tow-away zone -- 8:00 A.M. to 6:00 P.M. -- Monday through Friday" (11th Ward) (94-0940).

SECTION 2. Repeal ordinance passed September 24, 1986 (Council Journal of Proceedings, page 33987) which reads:

"West Belmont Avenue (north side) from West Melvina Avenue to West Mobile Avenue -- one hour parking -- 8:00 A.M. to 4:00 P.M. -- Monday through Friday" (38th Ward) (94-1069).

SECTION 3. This ordinance shall take effect and be in force hereinafter its passage and publication.

Designation Of Residential Permit Parking Zones.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Title 9, Chapter 64, Section 090 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as residential parking for the following locations:

Ward	Location
5	South Maryland Avenue (east side) from East 57th Street to East 58th Street (Zone 369);

Ward	Location
8	South Euclid Avenue, from East 88th Street to the first alley north thereof (Zone 196);
10	South Baltimore Avenue (west side) from East 87th Street to East 88th Street (Zone 184);
11	West 36th Street, from South Oakley Avenue to South Western Avenue (Zone 279);
11	West 38th Street (south side) from South Paulina Street to the first alley east thereof and (north side) from a point 23 feet east of South Paulina Street to the first alley east thereof (Zone 31);
13	South Kenneth Avenue, from West 59th Street to West 60th Street (Zone 345);
13	West 60th Street (north side) from South Kenneth Avenue to the first alley east thereof (Zone 345);
13	West 60th Street (north side) from South Kenneth Avenue to the first alley west thereof (Zone 345);
14	West 50th Street, from South Oakley Avenue to a point 464 feet east thereof and (south side) from South Oakley Avenue to the first alley west thereof (Zone 197);
18	South Springfield Avenue (east side) from West 80th Place to the first alley south thereof (Zone 328);
18	South Hamlin Avenue (west side) from West 80th Place to the first alley south thereof (Zone 328);

Ward	Location
19	South Hamilton Avenue, from West 96th Street to the alley south of West 95th Street (Zone 12);
21	South Throop Street (east side) from West 96th Street to the first alley south of West 95th Street (Zone 191);
23	South Narragansett Avenue (west side) from West 56th Street to West 57th Street (Zone 29);
31	North Lowell Avenue (west side) from West Barry Avenue to the first alley north thereof (Zone 141);
31	North Karlov Avenue (both sides) from West Wabansia Avenue to the first alley south thereof (Zone 225);
33	North Drake Avenue (both sides) from West Sunnyside Avenue to West Wilson Avenue (Zone 326);
34	South Aberdeen Street (west side) from West 105th Street to West 106th Street (Zone 198);
35	North Harding Avenue, from West Berteau Avenue to the first alley north thereof (Zone 114);
36	North Normandy Avenue (both sides) from West Belden Avenue to the first alley south of West Fullerton Avenue (Zone 124);
36	North Sayre Avenue (both sides) from West Palmer Street to West Belden Avenue (Zone 26);
38	West Roscoe Street (both sides) from North Lavergne Avenue to North Leclaire Avenue (Zone 47);

Ward	Location
38	West Cuyler Avenue (north side) from North Mobile Avenue to North Narragansett Avenue and (south side) from North Mobile Avenue to the first alley west thereof (Zone 341);
42	North North Park Avenue, from West North Avenue to West Schiller Street -- at all times (Zone 208);
43	West Belden Avenue (south side) from the first alley west of North Orchard Street to North Geneva Terrace and (north side) from a point 75 feet west of North Orchard Street, to a point 514 feet west thereof (Zone 143);
43	North Burling Street, from West Dickens Avenue to the cul-de-sac south thereof (Zone 143);
43	North Cleveland Avenue (east side) from a point 89 feet north of West Dickens Avenue to West Webster Avenue and (west side) from North Lincoln Avenue to West Webster Avenue (Zone 143);
43	North Cleveland Avenue, from West Webster Avenue to West Belden Avenue (Zone 143);
43	North Cleveland Avenue, from West Belden Avenue to West Fullerton Avenue (Zone 143);
43	North Crilly Court, from West Eugenie Street to West St. Paul Avenue (Zone 142);

Ward	Location
43	West Dickens Avenue (north side) from North Sedgwick Street to the first alley east thereof and (south side) from North Sedgwick Street to North Orleans Street (Zone 143);
43	West Eugenie Street (south side) from the first alley west of North Wells Street to a point 85 feet east of the property line of North Sedgwick Street and (north side) from the first alley west of North Wells Street to North Sedgwick Street (Zone 142);
43	North Geneva Terrace (east side) from North Belden Avenue to a point 267 feet south thereof and (west side) from a point 143 feet north of North Lincoln Avenue to West Belden Avenue (Zone 143);
43	West Grant Place (north side) from North Cleveland Avenue to North Geneva Terrace and (south side) from North Cleveland Avenue to a point 314 feet west thereof (Zone 143);
43	North Hudson Avenue, from West Dickens Avenue to West Webster Avenue (Zone 143);
43	North Lincoln Park West, from West Menomonee Street to West Wisconsin Street (Zone 142);
43	West Menomonee Street, from North Lincoln Park West to North Wells Street (Zone 142);
43	West Menomonee Street, from North Orleans Street to North Sedgwick Street (Zone 142);

Ward	Location
43	West Menomonee Street, from North North Park Avenue to North Cleveland Avenue (Zone 142);
43	North Orleans Street, from West Eugenie Street to West Willow Street (Zone 142);
43	North Orleans Street (west side) from West Dickens Avenue to the first alley south thereof (Zone 143);
43	North North Park Avenue (east side) from a point 206 feet north of West North Avenue to West Eugenie Street and (west side) from West North Avenue to West Eugenie Street (Zone 142);
43	North North Park Avenue, from West Eugenie Street to West Menomonee Street (Zone 142);
43	West St. Paul Avenue (south side) from the first alley west of North Wells Street to North North Park Avenue and (north side) from North Wells Street to North North Park Avenue (Zone 142);
43	North Sedgwick Street, from West Dickens Avenue to West Webster Avenue (Zone 143);
43	West Willow Street (200 and 300 blocks) from North Crilly Street to North North Park Avenue and (north side) from North North Park Avenue to North Sedgwick Street (Zone 142);
43	West Wisconsin Street (south side) from the first alley west of North Clark Street to North Lincoln Park West (Zone 142);

Ward	Location
43	West Wisconsin Street, from North Lincoln Park West to North Orleans Street and from North Orleans Street to North Sedgwick Street (Zone 142);
44	West Grace Street, from North Seminary Avenue to the first alley west of North Sheffield Avenue (Zone 387);
44	West Cornelia Avenue (both sides) from the first alley west of North Halsted Street to North Sheffield Avenue (Zone 382).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Residential Permit Parking Zones.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Removal of Zone 362 signs, located in the 4800 block of West Wabansia Avenue (both sides) (37th Ward).

SECTION 2. Removal of Zone 362 signs, located in the 4900 block of West St. Paul Avenue (37th Ward).

SECTION 3. Removal of Zone 55 signs, located in the 3400 block of North Kenton Avenue (east side) (38th Ward).

SECTION 4. Removal of Zone 48 signs, located in the 4800 block of West Patterson Avenue (both sides) (38th Ward).

SECTION 5. Removal of Zone 59 signs, located in the 7100 block of West Farragut Avenue (both sides) (41st Ward).

SECTION 6. Removal of Zone 140 signs, located in the 6100 block of North Artesian Avenue (both sides) (50th Ward).

SECTION 7. This ordinance shall take effect and be in force hereinafter its passage and publication.

Designation Of Service Drives/Diagonal Parking.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Title 9, Chapter 64, Section 030 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as service drives/diagonal parking for the following locations:

Ward	Location
10	East 132nd Street (south side) from South Baltimore Avenue to the first alley west thereof (94-1119);
10	South Yates Avenue, from East 100th Street to the first alley south thereof (94-1118);
23	South Long Avenue (east side) from South Archer Avenue to the first alley north thereof (94-1274);
31	North Karlov Avenue (west side) from West North Avenue to the first alley north thereof (94-1117);
31	West Parker Avenue (south side) from North Cicero Avenue to the first alley east thereof (94-1116);
31	West Shakespeare Avenue (north side) from North Cicero Avenue to the first alley west thereof (94-1270);

Ward	Location
32	North Carpenter Street (both sides) from West Chicago Avenue to North Ogden Avenue -- two hour limit -- 9:00 A.M. to 4:00 P.M. -- Monday through Saturday (94-1267);
32	North Ogden Avenue (both sides) from West Chicago Avenue to North Carpenter Street -- two-hour limit -- 9:00 A.M. to 4:00 P.M. -- Monday through Saturday (94-1269);
32	West Fry Street (south side) from North Carpenter Street to a point 100 feet east thereof (94-1268);
33	West Montrose Avenue, at 3100 (on North Albany Avenue side) (94-1266).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

AMENDMENT OF SPEED LIMITATION ON PORTION OF NORTH LAKE SHORE DRIVE.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (November 28, 1994) proposed orders to amend speed limitations, begs leave

to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The ordinance passed by the City Council of the City of Chicago on June 17, 1966, and published at pages 6886 and 6887 of the Journal of the Proceedings of the City of Chicago of that date, establishing maximum speed limits for vehicles on portions of Lake Shore Drive, is hereby amended by deleting the following language:

	Speed (Miles Per Hour)	
	Southbound	Northbound
"North Lake Shore Drive, from a point 900 feet south of West Bryn Mawr Avenue to East North Avenue	45	

	Speed (Miles Per Hour)	
	Southbound	Northbound
North Lake Shore Drive, from West Foster Avenue to East North Avenue		45"

and inserting in lieu thereof the following:

"North Lake Shore Drive, from a point 900 feet south of West Bryn Mawr Avenue to East North Avenue	45 miles per hour from April 1 to November 30; 40 miles per hour from December 1 to March 31	
North Lake Shore Drive, from West Foster Avenue to East North Avenue		45 miles per hour from April 1 to November 30; 40 miles per hour from December 1 to March 31".

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

ESTABLISHMENT AND AMENDMENT OF TRAFFIC LANE TOW-AWAY ZONES ON PORTIONS OF SPECIFIED STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (April 13, June 16, July 13, August 3 and September 14, 1994) ordinances to establish and amend traffic lane tow-away zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Establishment Of Traffic Lane Tow-Away Zones.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Title 9, Chapter 64, Section 030 of the Municipal Code of Chicago, the following locations are hereby designated as traffic lane tow-away zones, between the limits and during the times specified, standing or parking of any vehicle shall be considered a definite hazard to the normal movement of traffic. The Commissioner of Transportation is hereby authorized and directed to install traffic signs designating the hours of prohibition along said routes:

Ward	Location
2	East/west 31st Street (both sides) from South LaSalle Street to South Lake Park Avenue -- at all times (94-0673);
23	South Pulaski Road (west side) from West 51st Street to West 53rd Street (94-0924);
31	West Schubert Avenue (north side) from a point 20 feet east of North Karlov Avenue, to a point 100 feet east thereof -- at all times (94-1088);
31	West Drummond Place (north side) from North Cicero Avenue, to the first alley west thereof (94-1011);
42	West Erie Street (north side) from a point 30 feet west of North Clark Street, to a point 55 feet west thereof (94-1209).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Amendment Of Traffic Lane Tow-Away Zones.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Amend ordinance passed September 23, 1987 (Council Journal of Proceedings, page 4127) which reads:

"West Fulton Street (south side) from a point 30 feet west of North Desplaines Street, to a point 90 feet west thereof -- tow-away zone"

by striking the above and inserting in lieu thereof:

"West Fulton Street (south side) from a point 45 feet west of North Desplaines Street, to a point 90 feet west thereof -- loading zone/tow-away zone" (1st Ward) (94-0664).

SECTION 2. Amend ordinance passed February 6, 1991 (Council Journal of Proceedings, page 30542) which reads:

"South Racine Avenue (both sides) from West Polk Street to West Vernon Park Place -- no parking/tow-away zone"

by striking:

"South Racine Avenue (west side) from a point 100 feet south of West Flournoy Street to West Polk Street"

and inserting in lieu thereof:

"South Racine Avenue (west side) from a point 100 feet south of West Flournoy Street, to a point 200 feet south thereof -- one hour parking -- 8:00 A.M. to 6:00 P.M. -- Monday through Saturday" (1st Ward) (94-0197).

SECTION 3. Repeal ordinance passed May 19, 1993 (Council Journal of Proceedings, page 32434) which reads:

"East/West 31st Street (north side) from South LaSalle Street to South Lake Park Avenue -- street cleaning/tow-away zone -- 7:00 A.M. to 9:00 P.M. -- Mondays -- April 1 to November 30" (2nd Ward) (94-0673).

SECTION 4. Repeal ordinance passed May 19, 1993 (Council Journal of Proceedings, page 32434) which reads:

"East/West 31st Street (south side) from South LaSalle Street to South Lake Park Avenue -- street cleaning/tow-away zone -- 7:00 A.M. to 9:00 A.M. -- Tuesdays -- April 1 to November 30" (2nd Ward) (94-0673).

SECTION 5. This ordinance shall take effect and be in force hereinafter its passage and publication.

AUTHORIZATION FOR ERECTION AND AMENDMENT OF TRAFFIC WARNING SIGNS AND TRAFFIC CONTROL SIGNALS ON PORTIONS OF SUNDRY STREETS.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (March 23, May 18, June 16, July 13, August 3 and September 14, 1994) proposed ordinances and orders to erect and amend traffic warning signs and signals, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinances and order submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinances and substitute order transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Said ordinances and order, as passed, read as follows (the italic heading in each case not being a part of the ordinance or order):

Erection Of Traffic Warning Signs.

Ordered, That the Commissioner of Transportation is hereby authorized and directed to erect traffic warning signs on the following streets, of the type specified:

Ward	Type Of Sign And Location
CC	"All-Way Stop" signs, at South Moody Avenue and West 56th Street (94-0517);
CC	"Stop" sign, stopping West 51st Street for South Lacrosse Avenue (94-0520);
13	"Two-Way Stop" signs, stopping South Hamlin Avenue for West 77th Place (94-0534);
13	"Two-Way Stop" signs, stopping South Ridgeway Avenue for West 77th Place (94-0553);
13	"Stop" sign, stopping South Kilbourn Avenue for West 66th Street (94-0868);
23	"All-Way Stop" signs, at South Harding Avenue and West 54th Street (94-0701);
23	"All-Way Stop" signs, at South Laramie Avenue and West 52nd Street (94-0857);

Ward	Type Of Sign And Location
23	"Two-Way Stop" signs, stopping West 57th Street for South Meade Avenue (94-1005);
26	"All-Way Stop" signs, at North Campbell Avenue and West Medill Avenue (94-0977);
32	"All-Way Stop" signs, at North Hoyne Avenue, West St. Paul Avenue and North Wilmot Avenue (94-0974);
35	"All-Way Stop" signs, at West Wrightwood Avenue and North St. Louis Avenue (94-0415);
35	"All-Way Stop" signs, at West Belden Avenue and North Lockwood Avenue (94-0973);
37	"All-Way Stop" signs, at North Lavergne Avenue and West Crystal Street (94-0990);
37	"One-Way Stop" sign, stopping West Walton Street for North Keeler Avenue (94-0991);
38	"One-Way Stop" sign, stopping North Mason Avenue for West Sunnyside Avenue (94-0989);
38	"Two-Way Stop" signs, stopping North Long Avenue for West Newport Avenue (94-0988);
39	"All-Way Stop" signs, at North Springfield Avenue and West Rosemont Avenue (94-0987);
49	"All-Way Stop" signs, at North Greenview Avenue and West Birchwood Avenue (94-0188);

Ward	Type Of Sign And Location
49	"All-Way Stop" signs, at North Greenview Avenue and West Fargo Avenue (94-0187).

Installation Of "Closed To Traffic" Signs.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to install "Closed To Traffic" signs at the below listed locations:

Ward	Location And Time
32	North Greenview Avenue, between West Division Street and West Potomac Avenue -- all school days -- 7:45 A.M. to 8:45 A.M. and 2:45 P.M. to 3:45 P.M. -- provided provisions of Section 9-12-040 of the City Traffic Code are fully complied with and provided school is responsible for traffic control devices (94-1082).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Installation Of Miscellaneous Signs.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to install the following miscellaneous signs at the below listed locations:

Ward	Location And Type Of Sign
42	West Grand Avenue (north side) from a point 135 feet east of North Kingsbury Street, to a point 40 feet east thereof -- "Fifteen Minute Standing Zone" -- at all times -- except 4:00 P.M. to 6:00 P.M. -- Monday through Friday -- unattended vehicle must have lights flashing -- tow-away zone (94-1210);
44	West George Street (south side) from a point 100 feet east of North Sheffield Avenue, to a point 25 feet thereof -- "Reserved Parking -- Handicapped" -- 9:00 A.M. to 9:00 P.M. -- Monday through Friday -- $100 fine -- tow-away zone (94-8632);
47	West Irving Park Road at North Hoyne Avenue -- "U-Turn Permitted" -- for east and westbound traffic (94-1059).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Repeal Of "No Cruising Zone" Signs.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Repeal ordinance passed September 16, 1992 (Council Journal of Proceedings, pages 21115 and 21116) which reads:

"North Clark Street between West Oak Street and West Goethe Street; North Dearborn Street, between West Oak Street and West Goethe Street; North State Street, between West Oak Street and West Goethe Street; North Rush Street, between East Oak Street and North State Street; North Astor Street, between East Division Street and East Goethe Street; North Stone Street, between East Division Street and East Goethe Street; North Lake Shore Drive (local) between East Oak Street and East Goethe Street; East/West Oak Street, between North Clark Street and East Lake Shore Drive (local); East Bellevue Place, between North State Street and North Lake Shore Drive (local); West Maple Street, between North State Street and North Clark Street; East Cedar Street, between North State Street and North Lake Shore Drive (local); East Elm Street, between North State Street and North Lake Shore Drive (local); East/West Division Street, between North Clark Street and North Lake Shore Drive (local); East Scott Street, between North State Street and North Lake Shore Drive (local); East/West Goethe Street, between North Clark Street and North Lake Shore Drive (local)" (42nd Ward) (94-0893).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT OF WEIGHT LIMITATION ON PORTION OF NORTH LECLAIRE AVENUE.

The Committee on Traffic Control and Safety submitted the following report:

CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety, to which was referred (August 3, 1994) a proposed ordinance to establish the allowable weight limit for trucks and commercial vehicles on portion of North Leclaire Avenue, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

On motion of Alderman Natarus, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Title 9, Chapter 72, Section 030 of the Municipal Code of Chicago, the maximum weight permitted to be carried by any truck or commercial vehicle upon the following public ways between the limits indicated (except for the purposes of delivering or picking up material or merchandise) shall be as follows:

Ward	Location
37	North Leclaire Avenue, from the first east/west alley south of West Division Street to West Thomas Street -- five-tons (94-1072).

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

Failed To Pass -- VARIOUS TRAFFIC REGULATIONS, TRAFFIC SIGNS, ET CETERA.

(Adverse Committee Recommendations)

The Committee on Traffic Control and Safety submitted a report recommending that the City Council do not pass sundry proposed ordinances and proposed orders (transmitted with the committee report) relating to traffic regulations, traffic signs, et cetera.

Alderman Natarus moved to *Concur In* the committee's recommendation. The question in reference to each proposed ordinance or proposed order thereupon became: *"Shall the proposed ordinances or proposed orders pass, notwithstanding the committee's adverse recommendation?"* and the several questions being so put, each of the said proposed ordinances and proposed orders *Failed to Pass* by yeas and nays as follows:

Yeas -- None.

Nays -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The committee report listing said ordinances and orders which failed to pass reads as follows:

CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Your Committee on Traffic Control and Safety begs leave to recommend that Your Honorable Body *Do Not Pass* sundry proposed ordinances and orders submitted herewith, which were referred to your committee (January

12, April 13, May 4, 18, June 16, July 13, August 8, September 14 and October 5, 1994) concerning traffic regulations and traffic signs, et cetera, as follows:

Parking Prohibited At All Times, Handicapped.

Ward	Location
1	At 840 South Canal Street (south side) request withdrawn (94-0404);
2	At 3407 South Indiana Avenue -- occupant does not live there;
6	At 8049 South Indiana Avenue -- duplicate proposal;
7	At 2222 East 97th Street -- does not meet fee requirement;
9	At 10540 South Corliss Avenue -- failed to meet building zone requirement;
10	At 10250 South Avenue N -- failed to meet building zone requirement;
12	At 2938 West 38th Street -- failed to meet building zone requirement;
15	At 6845 South Damen Avenue -- insufficient alleyway clearance;
16	At 5834 South Morgan Street -- failed to meet fee payment;
16	At 5111 South Ashland Avenue -- failed to meet building zone requirement;

Ward	Location
20	At 6759 South South Chicago Avenue -- failed to meet building zone requirement;
23	At 5325 West 53rd Place -- failed to meet fee payment;
23	At 5203 South Kildare Avenue -- duplicate proposal;
24	At 4347 West Gladys Avenue -- no fee requirement;
24	At 3407 West Ogden Avenue -- failed to meet building zone requirement;
24	At 4709 West Polk Street -- failed to meet building zone requirement;
25	At 1910 South Loomis Street -- deceased;
25	At 1930 South Racine Avenue -- failed to meet building zone requirement;
32	At 1940 West Dickens Avenue -- failed to meet fee payment;
36	At 3105 North Natoma Avenue -- no such number.

Parking Limited During Specified Hours.

Ward	Location
13	At 5640 South Pulaski Road -- two hours -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday -- request withdrawn by requestor (94-1620).

Loading Zones.

Ward	Location
1	At 925 West Randolph Street -- at all times -- request withdrawn (94-1046);
13	At 6235 South Homan Avenue -- at all times -- (handicapped) request withdrawn by requestor (94-0657);
43	At 1820 North Wells Street -- at all times -- request withdrawn by requestor (94-1104).

Residential Permit Parking Zones.

Ward	Location
23	In the 5600 block of South Nagle Avenue (both sides) 7:00 A.M. to 4:00 P.M. -- Monday through Friday -- failed to meet non-resident parking requirement;
27	North Elizabeth Street, from West Madison Street to West Washington Boulevard (east side) 6:00 P.M. to 12:00 A.M. -- Sunday through Saturday (area zoned C3-3);
32	In the 1600 block of West Le Moyne Avenue (both sides) resident withdrew request;
41	In the 4800 block of North New England Avenue (both sides) at all times -- failed to meet resident parking requirement.

Single Direction.

Ward	Location
23	South Knox Avenue, from West 51st Street to South Archer Avenue -- southerly -- duplicate (94-0650);
36	In the 3600 block of North Octavia Avenue, from West Addison Street to West Waveland Avenue -- southerly -- traffic engineering study indicates proposed one-way change is inconsistent with established pattern for area (94-0627);
40	In the 5500 block of North Sacramento Avenue -- southerly -- traffic engineering study indicates proposed one-way change is inconsistent with established pattern for area (94-0897);
41	North Nordica Avenue, from West Foster Avenue to West Higgins Avenue -- northerly -- traffic engineering study indicates proposed one-way change is inconsistent with established pattern for area (94-0613);
41	West Algonquin Avenue, from West Caldwell Avenue to the first alley east thereof -- west/easterly -- traffic engineering survey indicates proposed one-way change would result in a hazardous situation (94-0614).

Weight Limitation.

Ward	Location
29	North Melvina Avenue, from West Dickens Avenue to West Palmer Street -- five tons -- duplicate proposal previously passed (94-1089).

Amend -- Loading Zone.

Ward	Location
35	Amend ordinance by striking: "1950 North Mozart Street" -- request withdrawn by requestor (94-1077).

Amend -- Traffic Lane/Tow-Away Zone.

Ward	Location
11	Amend ordinance by striking: "West 31st Street, from South Morgan Street to South Pitney Court (south side) Wednesday and (north side) Monday -- street cleaning -- April 1 to November 15 -- 7:00 A.M. to 9:00 A.M." -- no City Council action necessary -- signs were installed under City Traffic Code 9-64-040 (94-09390).

These *Do Not Pass* recommendations were concurred by all members present, with no dissenting votes.

Respectfully submitted,

(Signed) BURTON F. NATARUS,
Chairman.

COMMITTEE ON TRANSPORTATION AND PUBLIC WAY.

AMENDMENT OF TITLE 10, CHAPTER 8, SECTION 330 OF MUNICIPAL CODE OF CHICAGO BY REQUIRING COMMISSIONER OF TRANSPORTATION TO REVIEW EXPERIENCE AND FINANCIAL ABILITY OF APPLICANTS PRIOR TO ISSUANCE OF PERMITS FOR ATHLETIC EVENTS WHICH CHARGE FEE FOR PARTICIPATION.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* a proposed substitute ordinance transmitted herewith amending Section 10-8-330 of the Municipal Code of Chicago concerning athletic events. The original ordinance was referred to the committee on February 9, 1994.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the said proposed substitute ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Section 10-8-330 of the Municipal Code of Chicago is hereby amended by deleting the language bracketed and inserting the language in italics, as follows:

10-8-330

a. The following terms are defined for the purposes of this chapter as follows:

(1) "Parade" means any march, procession or other similar activity consisting of persons, animals, vehicles or things, or combination thereof, upon any public street, sidewalk, alley or other public place, which does not comply with normal and usual traffic regulations or controls.

(2) "Public assembly" means a company of persons collected together in one place.

(3) "Athletic event" means any event involving the conduct of exercises, sports or games.

b. No parade, public assembly or athletic event is permitted on any portion of the public way of the city of Chicago unless a permit allowing such activity has been obtained from the department of transportation.

c. A person, partnership, voluntary association, or other organization seeking to obtain a parade or public assembly permit shall file an application with the commissioner of transportation in the same calendar year as, and not less than seven days before, the date for which the parade or public assembly is proposed, unless the requested permit is for a parade or public assembly to be held in January, in which case the application must be filed seven days before the date for which the parade or public assembly is requested.

d. A person, partnership, voluntary association, or other organization seeking to obtain an athletic event permit shall file an application with the commissioner of transportation in the same calendar year as, and not less than 45 days before, the date for which the athletic event is requested, unless the requested permit is for an event to be held in January, in which case the application must be filed 45 days before the date for which the athletic event is requested.

e. The application for a parade, public assembly or athletic event permit shall contain the following information, which must be updated by the applicant as circumstances change:

(1) The name, address and telephone number of the person signing the application;

(2) The name, address and telephone number of the authorized and responsible leaders of the organization conducting the parade, public assembly or athletic event;

(3) The date of the proposed parade, public assembly or athletic event and the hours that it will commence and terminate;

(4) The location of the assembly and disbanding area and the time when the parade, public assembly or athletic event will begin to assemble and disband;

(5) The approximate number of persons to participate in the parade, public assembly or athletic event; and

(6) The route along which the parade, public assembly or athletic event will proceed, and the lanes of traffic it will occupy.

f. The commissioner of transportation, where good and compelling causes are shown therefor, may consider any application for a parade or public assembly permit which is filed less than seven days before the date such parade or public assembly is proposed to be conducted.

g. Except as otherwise provided in this subsection, all applications for any permit filed hereunder shall be processed on a first-in-time basis. During the first two business days of each calendar year, the commissioner of transportation shall accept all applications for a parade or public assembly permit filed hereunder without giving priority to applications filed first-in-time. Any conflict between or among two or more such applications filed during that period for the same day or for overlapping routes shall be resolved by a lottery to be conducted by the commissioner.

The commissioner of transportation shall notify each such applicant in writing of the existence of the conflict and of the date, place and time of the lottery. Within seven days after the lottery, the applicants not chosen may submit alternative preferences to the commissioner. Any conflicts arising among the alternative preferences shall be resolved in accordance with the lottery procedures set forth herein.

Applications for a parade or public assembly permit received during the first two business days of the calendar year shall be given priority over applications received thereafter.

h. The commissioner of transportation shall investigate the facts set out in the application and shall issue a permit when he *or she* finds that:

(1) The proposed activity will not substantially or unnecessarily interfere with traffic in the area contiguous to the route;

(2) There are available at the time of the parade, public assembly or athletic event a sufficient number of peace officers to police and protect lawful participants in the activity;

(3) The concentration of persons, animals, vehicles, or things at the assembly and disbanding areas and along the parade or athletic event route will not prevent proper fire and police protection or ambulance service;

(4) The event is not being conducted for an unlawful purpose; [and]

(5) An applicant for an athletic event permit has complied with subsection (j) herein [.]*; and*

(6) If the application is for an athletic event for which fees will be charged for participation in the event, the proposed athletic event will be in the best interest of the city in light of (i) the apparent ability of the applicant to comply with the requirements of this section, and (ii) the willingness and financial ability of the applicant to conduct the event in a manner appropriate to the type of the event, and to pay any prizes that the applicant has advertised or is likely to advertise. In making a determination under this paragraph (6), the commissioner may consider the experience of the applicant in conducting the same or similar events, and may require additional information from the applicant with respect to the proposed event and the applicant's financial situation.

i. The commissioner of transportation shall act upon the application for a parade or public assembly permit within two days after the filing thereof. If the commissioner of transportation disapproves the application, [he] *the commissioner* shall mail to the applicant within two days after the date upon which the application was filed, a notice of his action, stating the facts and conclusions which are the basis for his denial of the permit. Any applicant who believes that his application is wrongfully disapproved may appeal to the mayor the propriety of said action. Upon the filing of such appeal, the mayor shall cause a hearing to be held and based upon the evidence contained in the record of such hearing, either affirm or reverse the decision of the commissioner of transportation. The action of the mayor shall be subject to judicial review in accordance with applicable law. In the event that the commissioner of transportation fails to act within two days after the date upon which the application was filed, said application for a permit shall be deemed approved and the permit deemed granted in conformance with the application.

j. Upon the filing of an application to conduct an athletic event, the commissioner of transportation shall investigate the facts set forth in the application and determine:

(1) The amount, if any, to be tendered to the city of Chicago by the applicant to compensate the city for the provision of any city services deemed necessary by the commissioner for the safe and orderly conduct of the athletic event; and

(2) The amount, if any, of any bond or insurance, naming the city of Chicago as the insured, that the commissioner determines is necessary to insure the city against any liability arising from the athletic event.

No athletic event permit shall be issued until such fees are paid or bonds furnished. The commissioner shall adopt rules and regulations to govern the determination of whether any fees or bonds are required and the amount of any such fees or bonds.

k. The commissioner of transportation shall inform such applicant for an athletic event permit whether the application is approved or disapproved within 30 days after the filing thereof. If the commissioner approves the application, he shall inform the applicant within such time of the compensation, insurance or bond, if any, required pursuant to subsection (j). If the commissioner disapproves the application, he shall provide written notice of his action within such time, stating the specific facts and conclusions which are the basis for his denial of the permit. If the commissioner fails to act within 30 days after the date upon which the application was filed, said application for an athletic event permit shall be deemed approved and the permit deemed granted in conformance with the application.

l. The commissioner of transportation in denying an application for a parade, public assembly or athletic event permit shall be empowered to authorize the conduct of a parade, public assembly or athletic event on a date, at a time, at a location, or over a route different from that named by the applicant. An applicant desiring to accept an alternate parade, public assembly or athletic event permit shall within two business days after notice of the action by the commissioner, file a written notice of acceptance with the commissioner. An alternate parade, public assembly or athletic event permit shall conform to the requirements of and shall have the effect of a parade, public assembly or athletic event permit.

m. Immediately upon the receipt of an application for a parade, public assembly or athletic event permit, the commissioner of transportation shall send a copy thereof to the following:

(1) The office of the mayor;

(2) The department of police;

(3) The fire department;

(4) The department of law;

(5) The Chicago Transit Authority;

(6) The Chicago Park District;

(7) The mayor's office of special events;

(8) The alderman of the ward or wards in which the parade, public assembly or athletic event is to be held;

(9) The department of streets and sanitation's ward superintendent of the ward or wards in which the parade, public assembly or athletic event is to be held; and

(10) The chairman of the appropriate committee of the city council of the city of Chicago.

n. The commissioner of transportation, in consultation with other city departments and agencies, shall promulgate rules and regulations to implement this section.

o. Any person who knowingly interferes with any other person or organization lawfully conducting a parade, public assembly or athletic event or any person violating any of the provisions of this ordinance shall be fined not less than $5.00 nor more than $500.00.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and approval.

AUTHORIZATION FOR INSTALLATION OF ENTRY ARCHES FOR STOCK YARDS INDUSTRIAL PARK.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1994.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith authorizing the Commissioner of Planning and Development to cause the construction and installation of entry arches at the Stock Yards Industrial Park. This ordinance was referred to the committee on November 29, 1994.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City has experienced a significant loss of industry and jobs in recent years, accompanied by a corresponding erosion of its tax base, due in part to industrial firms' relocation to communities that provide safe, functional, marketable, manageable and attractive settings needed to conduct business; and

WHEREAS, The area generally bounded by West Pershing Road, South Halsted Street, West 47th Street and South Ashland Avenue and commonly referred to as the Stock Yards Industrial Park is home to 110 firms employing approximately 10,000 individuals; and

WHEREAS, The City desires to authorize the installation, operation and maintenance of entry arches and gates to contribute to the continued viability and growth of the Stock Yards Industrial Park; and

WHEREAS, The Department of Planning and Development proposes to install and operate such entry arches and gates in accordance with the ordinances of the City of Chicago, including this ordinance; and

WHEREAS, The City of Chicago ("City") is a home rule unit of local government pursuant to Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The retention and creation of industrial jobs is a matter pertaining to the government and affairs of the City; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The Commissioner of Planning and Development ("Commissioner") is authorized to cause the construction and installation of

entry arches at West Exchange Avenue directly west of South Halsted Street and at West 43rd Street directly east of South Ashland Avenue, and entry arches with gates at South Racine Avenue directly north of West 47th Street, at South Morgan Street directly south of West Pershing Road, at West 45th Street directly west of South Halsted Street, at West 44th Street directly east of South Ashland Avenue and at South Racine Avenue directly south of West Pershing Road.

SECTION 2. The Commissioner shall cause the gates at South Racine Avenue directly north of West 47th Street, at South Morgan Street directly south of West Pershing Road, at West 45th Street directly west of South Halsted Street, at West 44th Street directly east of South Ashland Avenue and at South Racine Avenue directly south of West Pershing Road to be opened at 5:00 A.M. and closed at 8:00 P.M., Monday through Friday. Such entrances to the public ways shall be deemed to be closed to traffic at such times gates are closed, except that the Commissioner shall be authorized to provide for access through such gates at times when and under circumstances that the Commissioner deems it necessary and appropriate to effect the provision of City services, the service of utility facilities, and the orderly management of traffic in and adjacent to the Stock Yards Industrial Park.

SECTION 3. This ordinance shall be in effect upon its passage and approval in accordance with law.

AUTHORIZATION FOR GRANTS OF PRIVILEGE IN PUBLIC WAY.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1994.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith (referred on November 2, 10 and 16, 1994) for grants of privilege in the public way.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Adventurers Club.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Adventurers Club, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed an exhaust duct thirty (30) inches by twenty-four (24) inches approximately twenty (20) feet above alley grade to the roof in rear of premises located at 300 West Grand Avenue. Authority herein granted shall be for a period of five (5) years from and after October 14, 1994.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of

Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred Thirty-six and no/100 Dollars ($136.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final

and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than $1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 62784 of this Journal.]

American National Bank, Under Trust Number 48030.

Be It Ordained by the City Council of the City of Chicago:

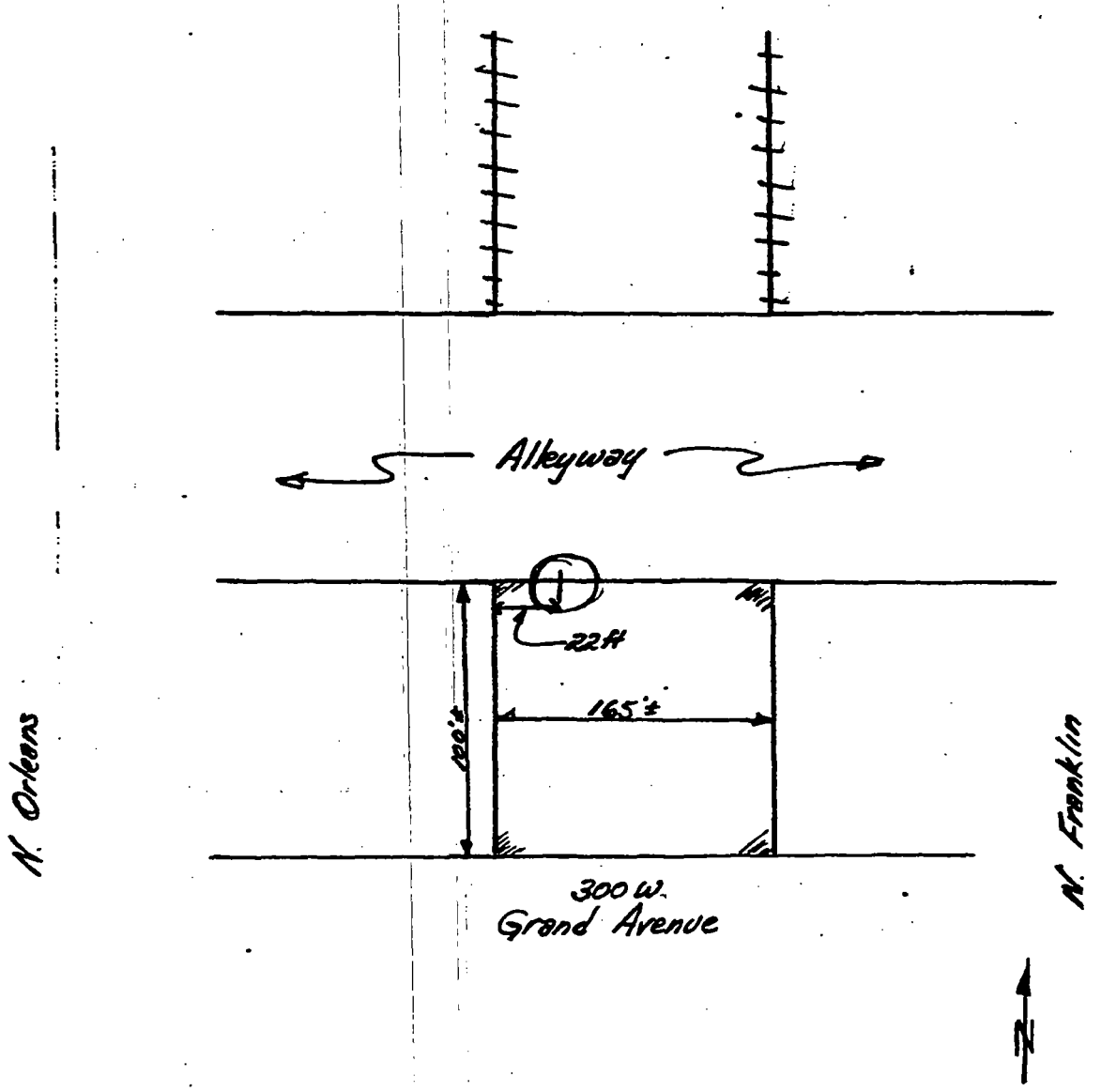
SECTION 1. Permission and authority are hereby given and granted to American National Bank, under Trust Number 48030, upon the terms and subject to the conditions of this ordinance, to maintain and use existing subsurface vault in the west portion of North Holden Court, south of East Washington Street and adjacent to the premises at 1 -- 17 East Washington Street. Said area is approximately one hundred twelve (112) feet in length and sixteen (16) feet in width. Authority herein granted shall be for a period of five (5) years from and after date of November 28, 1994.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Thousand Five Hundred Eighty-four and no/100 Dollars ($3,584.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

(Continued on page 62785)

Ordinance associated with this drawing printed on pages 62780 through 62782 of this Journal.



(Continued from page 62783)

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than $1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the

Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

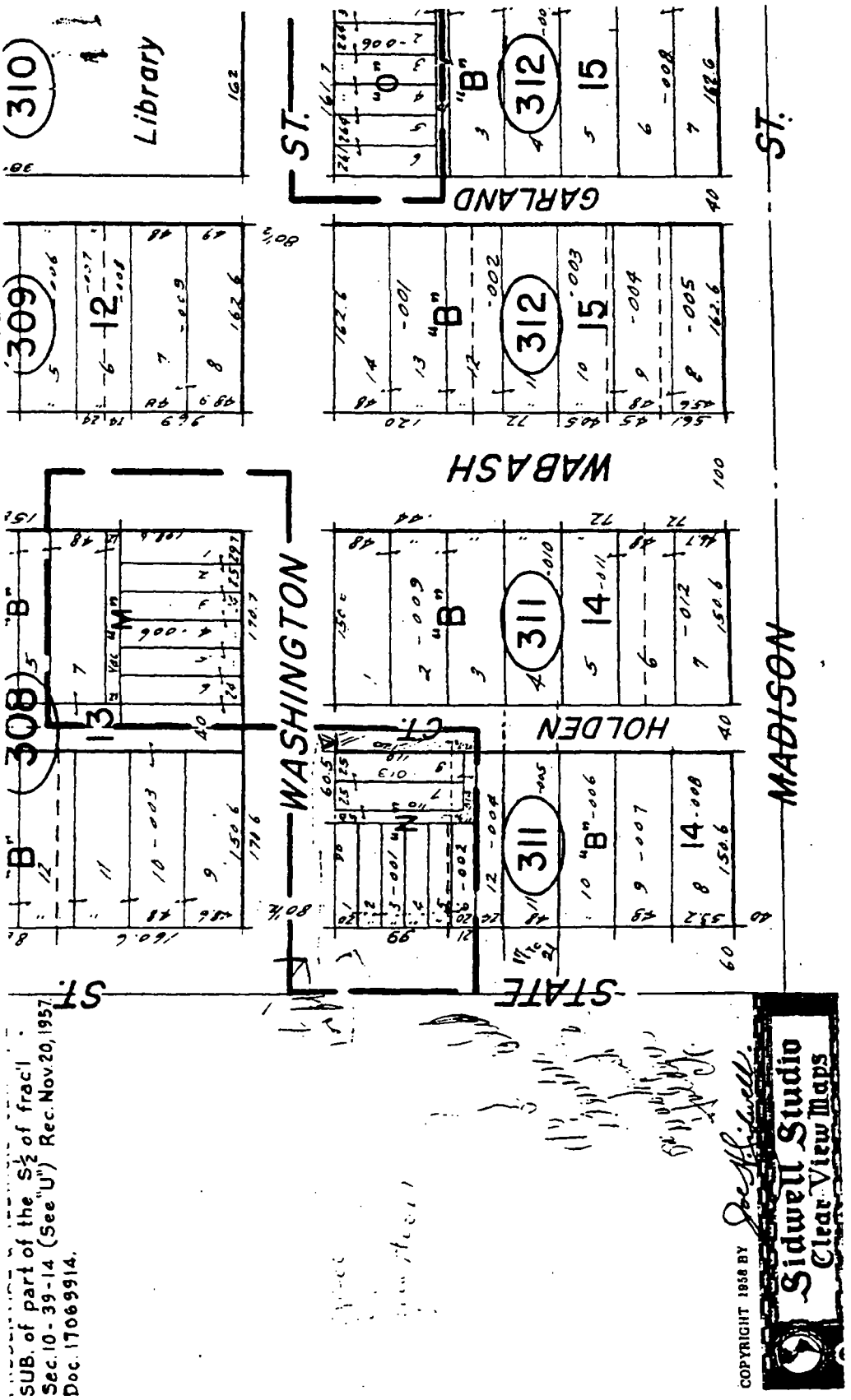
[Drawing referred to in this ordinance printed on page 62787 of this Journal.]

American National Bank And Trust Company, As Trustee, Under Trust Agreement 106132-06.

Be It Ordained by the City Council of the City of Chicago:

(Continued on page 62788)

Ordinance associated with this drawing printed on pages 62783 through 62786 of this Journal.



(Continued from page 62786)

SECTION 1. Permission and authority are hereby given and granted to American National Bank and Trust Company, as Trustee, under Trust Agreement 106132-06, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use one flagpole over the public way adjacent to the premises known as 1419 -- 1423 North Wells Street. Said flagpole shall extend over the public way approximately twenty-five (25) feet above street level. Authority herein given and granted for the above name privilege shall be for a period of five (5) years from and after December 20, 1994.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than $1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including

those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 62791 of this Journal.]

B.G. Associates Limited.

Be It Ordained by the City Council of the City of Chicago:

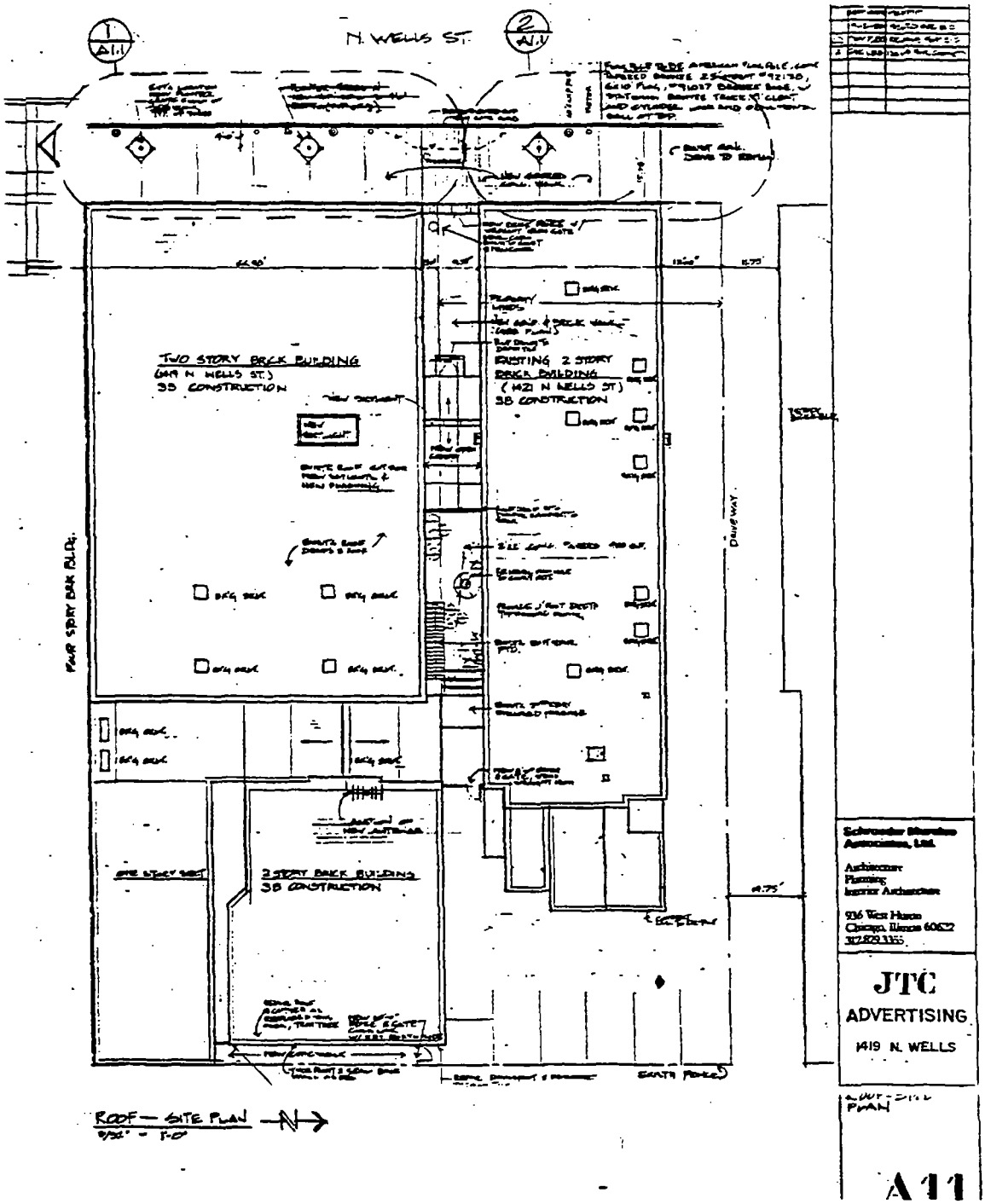
SECTION 1. Permission and authority are hereby given and granted to B.G. Associates Limited, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed, for heating equipment and pipes, adjacent to the premises at 14 East Jackson Boulevard, as follows:

State Street:

Vault shall run eighty-eight (88) feet in length and twelve (12) feet in width at first (1st) basement level and second (2nd) basement level for one thousand fifty-six (1,056) square feet each level, total two thousand one hundred twelve (2,112) square feet.

(Continued on page 62792)

Ordinance associated with this drawing printed on pages 62786 through 62790 of this Journal.



(Continued from page 62790)

Jackson Boulevard:

Vault shall run one hundred fifty (150) feet in length and twelve (12) feet in width at first (1st) basement level and second (2nd) basement level for one thousand eight hundred (1,800) square feet each level, total three thousand six hundred (3,600) square feet.

North/South Public Alley:

Vault shall run one hundred (100) feet in length and twelve (12) feet in width at first (1st) basement level and second (2nd) basement level for one thousand two hundred (1,200) square feet each level, total two thousand four hundred (2,400) square feet.

Grand total of eight thousand one hundred twelve (8,112) square feet of space being used. Authority herein granted for a period of five (5) years from and after October 24, 1994.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Six Thousand Four Hundred Ninety and no/100 Dollars ($6,490.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public way as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the

Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than $1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

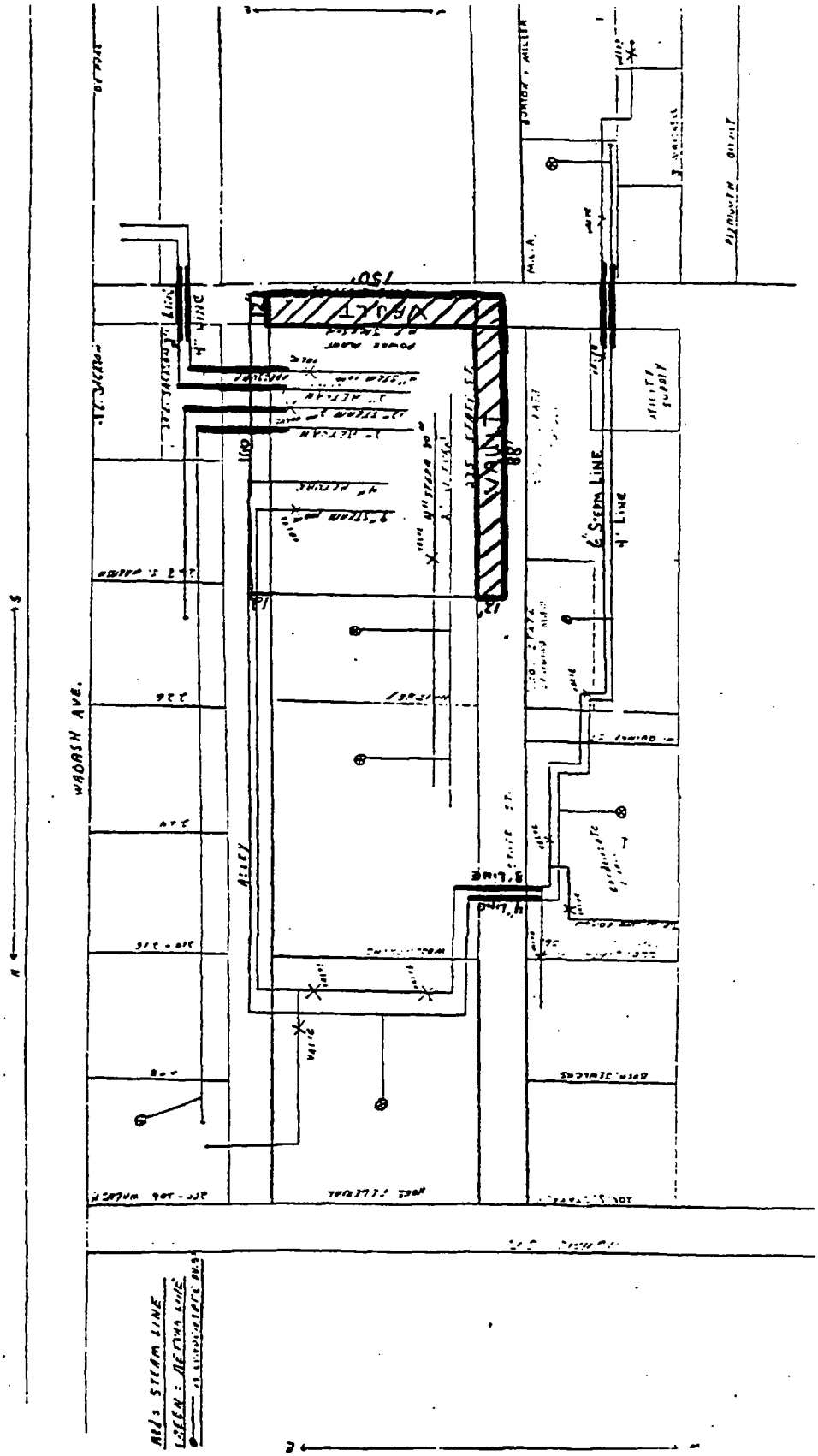
[Drawing referred to in this ordinance printed on page 62795 of this Journal.]

Board Of Trustees Of The University Of Illinois.

Be It Ordained by the City Council of the City of Chicago:

(Continued on page 62796)

Ordinance associated with this drawing printed on pages 62790 through 62794 of this Journal.



(Continued from page 62794)

SECTION 1. Permission and authority are hereby given and granted to Board of Trustees of The University of Illinois, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use as now constructed a utility tunnel under and across West Taylor Street adjacent to the premises at 840 West Taylor Street. The following description will best locate and identify the required easement:

> a strip of land sixty (60) feet wide being thirty (30) feet on either side of a line which is three hundred thirty-six point ninety-nine (336.99) feet west of the west line of South Halsted Street as widened by Document No. 19447714 Recorded April 28, 1965, and side strip extending from University property line to University property across the right-of-way of West Taylor Street as widened by Document No. 19447716 Recorded April 28, 1965.

Authority herein given and granted shall be for a period of five (5) years from and after March 20, 1995.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise,

the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than $1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise

or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 62799 of this Journal.]

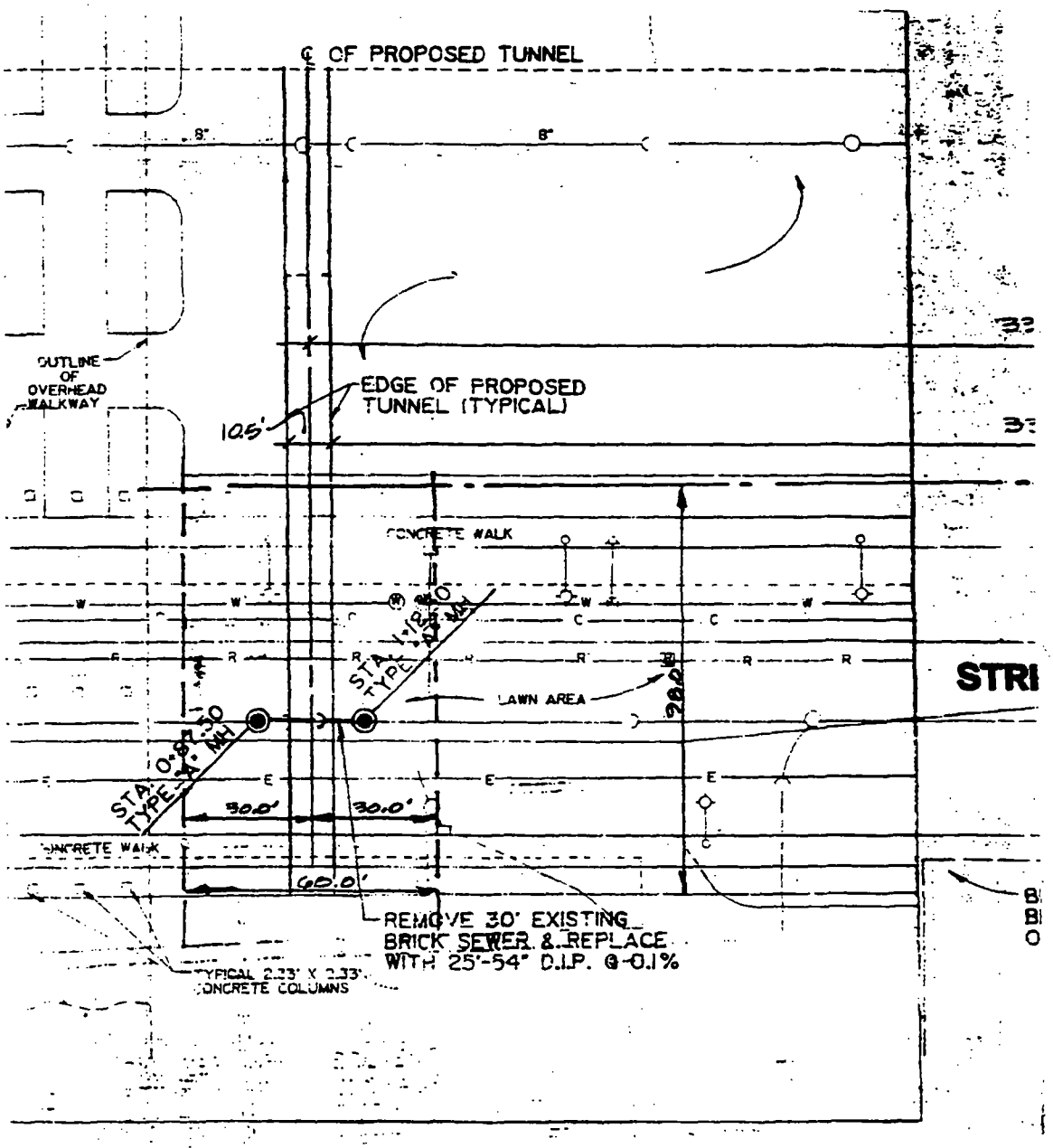
Chicago Loop Synagogue.
(Ornamental Light Poles)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Chicago Loop Synagogue, upon the terms and subject to the conditions of this ordinance, to maintain and operate as now constructed two (2) ornamental light poles on the public way. Said light poles shall rise to a height of twenty-eight (28) feet above ground level adjacent to the premises

(Continued on page 62800)

Ordinance associated with this drawing printed on pages 62794 through 62798 of this Journal.



(Continued from page 62798)

located at 16 South Clark Street. Authority for the above named privilege is herein given and granted for a period of five (5) years from and after October 24, 1994.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than $1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save

harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 62803 of this Journal.]

Chicago Loop Synagogue.
(Ornamental Sculpture)

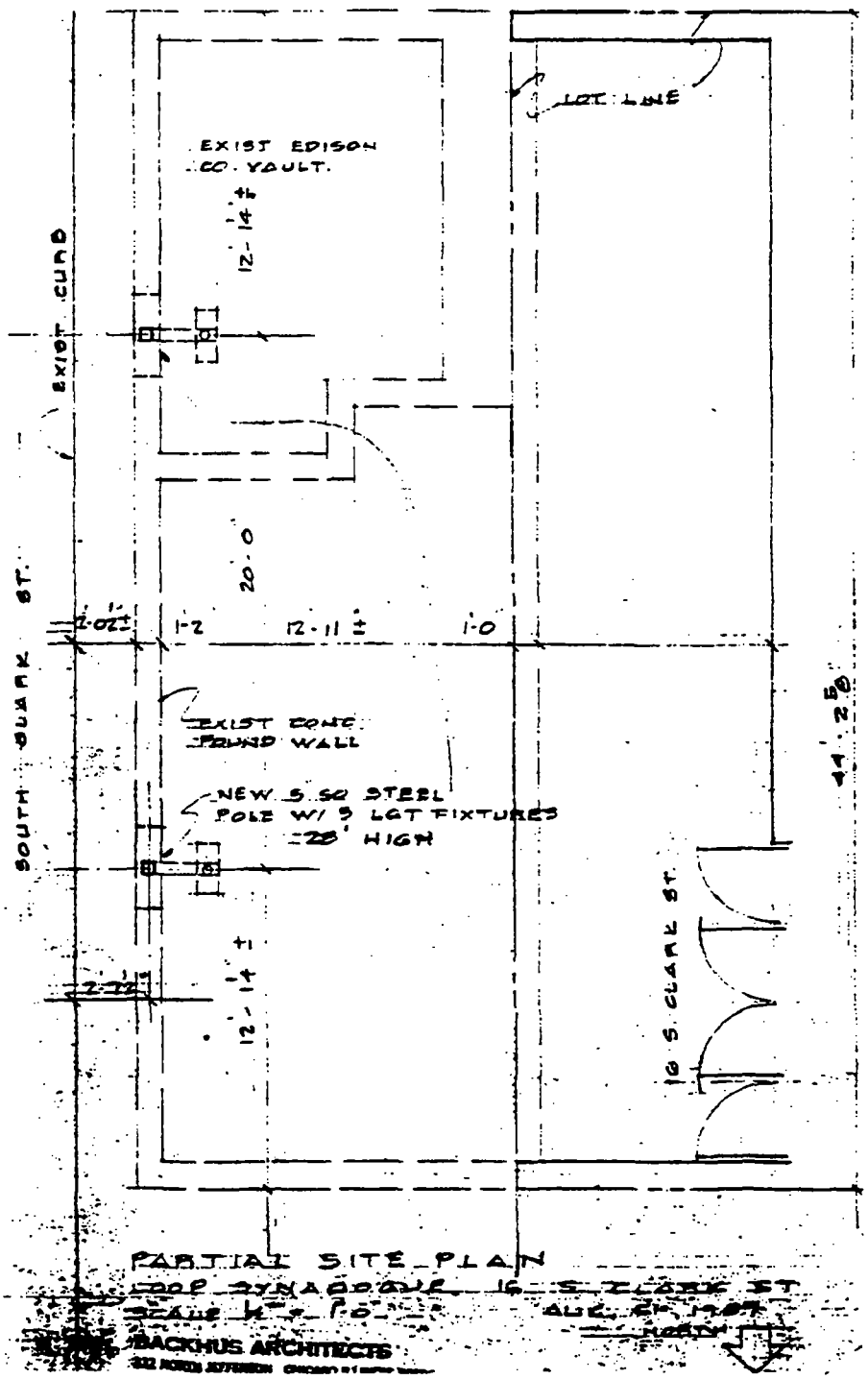
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Chicago Loop Synagogue, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed an ornamental sculpture extending over the public way adjacent to its premises located at 16 South Clark Street. Said sculpture shall occupy an area eight (8) feet long and seven (7) feet wide for a total of fifty-six (56) square feet of space over the public way. Authority herein given and granted for a period of five (5) years from and after October 24, 1994.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

Continued on page 62804)

Ordinance associated with this drawing printed on pages 62798 through 62802 of this Journal.



(Continued from page 62802)

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Six Hundred Thirty-nine and no/100 Dollars ($639.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of

such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than $1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 62807 of this Journal.]

City Auto Sales Company.

Be It Ordained by the City Council of the City of Chicago:

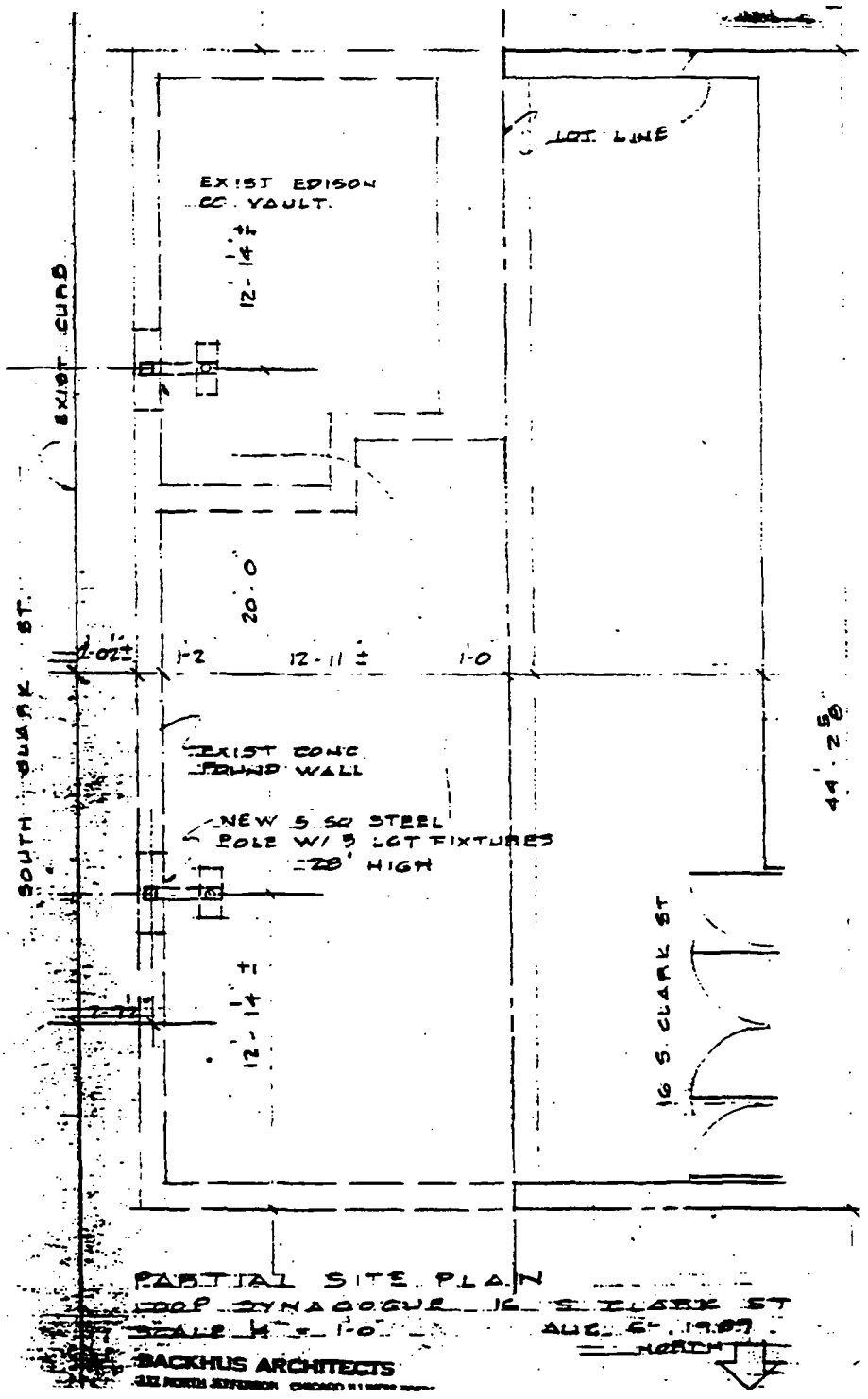
SECTION 1. Permission and authority are hereby given and granted to City Auto Sales Company, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a four-story covered bridge or passageway, approximately fourteen (14) feet in width, over and across the north/south twenty (20) foot public alley in block bounded by South Michigan Avenue, East 23rd Street, South Indiana Avenue and East 24th Street, connecting the second, third, fourth and fifth floors of the premises at 2301 -- 2309 South Michigan Avenue with the corresponding floors of the premises at 2300 -- 2308 South Indiana Avenue, for a period of five (5) years from and after October 24, 1994.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Six Hundred and no/100 Dollars ($600.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public way as herein described shall be obtained prior to the date of expiration of this ordinance.

(Continued on page 62808)

Ordinance associated with this drawing printed on pages 62802 through 62805 of this Journal.



(Continued from page 62806)

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than $1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy.

Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

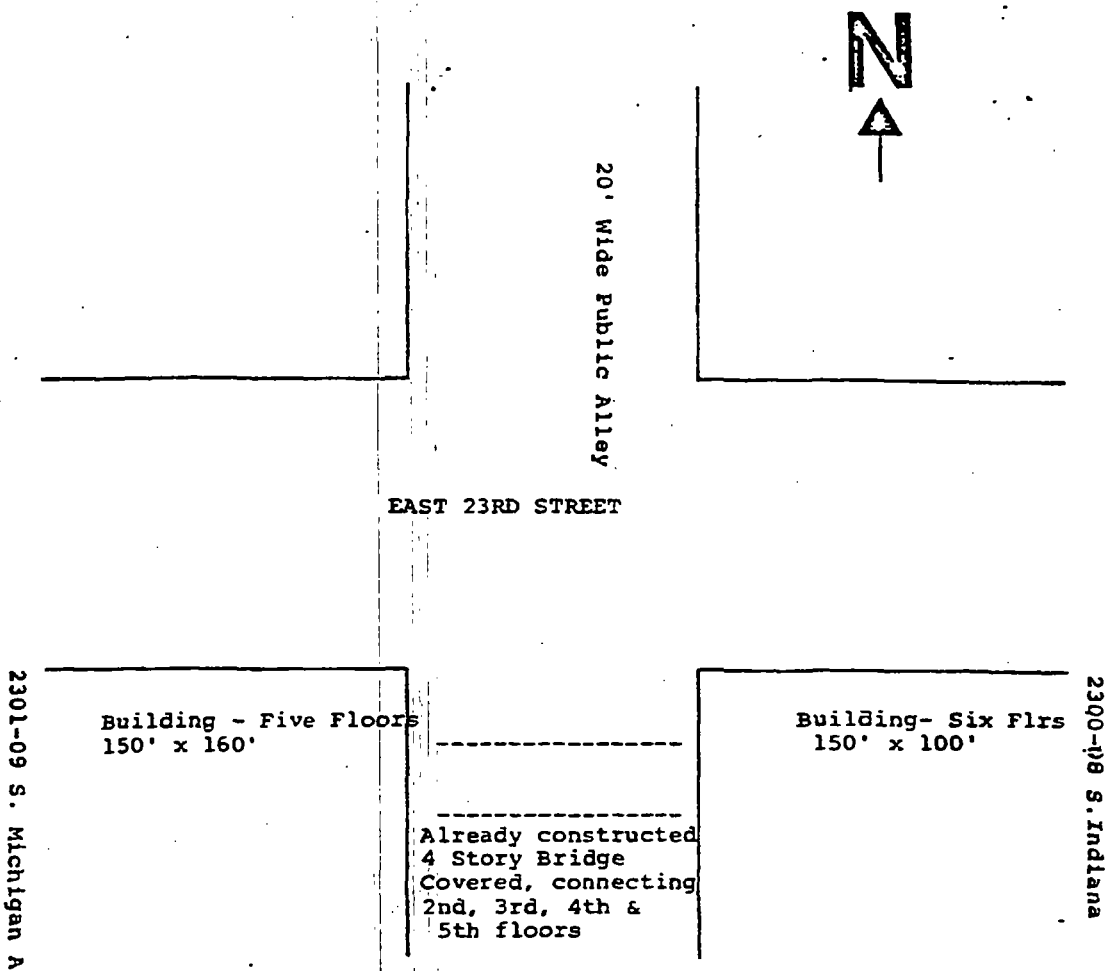
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 62810 of this Journal.]

Ordinance associated with this drawing printed on pages 62805 through 62809 of this Journal.



Color Communications, Inc.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Color Communications, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a steel pipe bridge for the purpose of supporting process piping. Said pipe bridge shall span over and across West Fillmore Street for a total distance of sixty-six (66) feet at a point two hundred twenty-two (222) feet west of the west line on South Pulaski Road and shall be maintained at a width of six (6) feet, a depth of six (6) feet, eight (8) inches and an elevation of twenty-one (21) feet, four (4) inches above the street grade of West Fillmore Street, adjacent to the premises known as 1032 South Pulaski Road. Authority herein granted shall be for a period of five (5) years from and after March 20, 1995.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof,

to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than $1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents

or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 62814 of this Journal.]

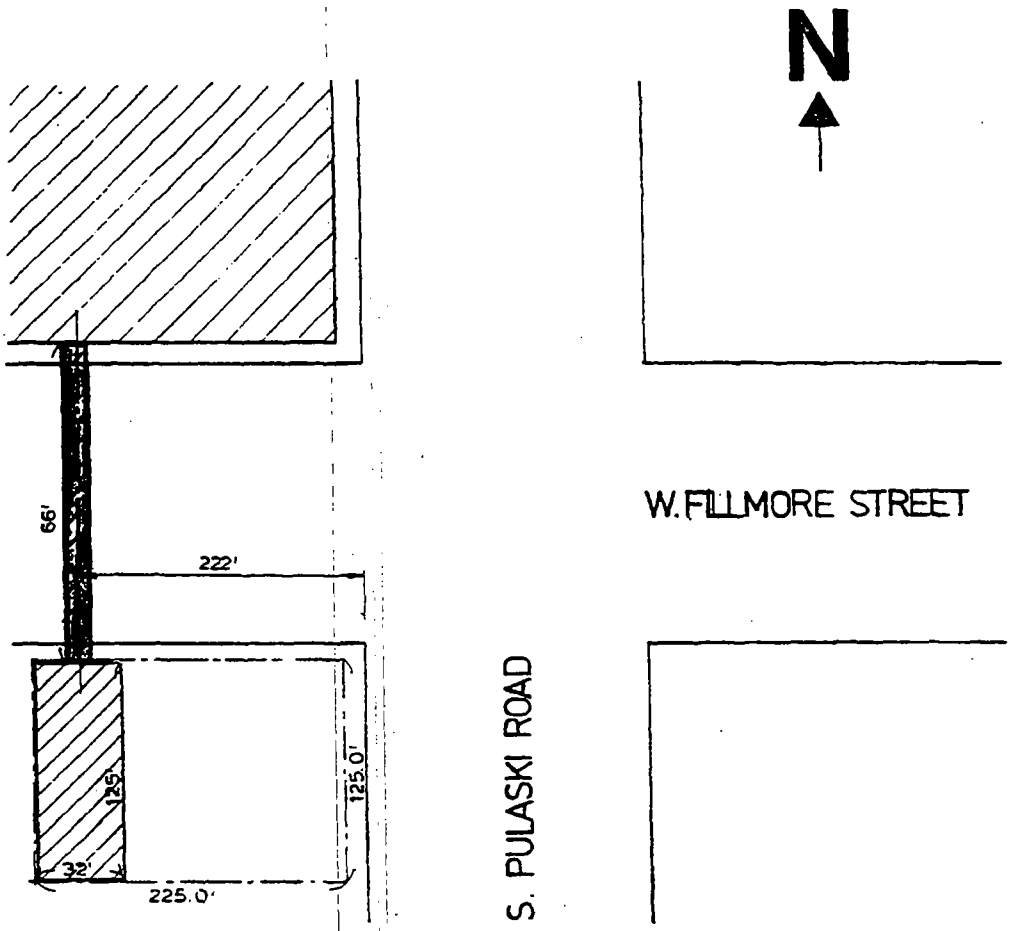
East Ohio Associates Partnership.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to East Ohio Associates Partnership, to construct, maintain, and use as now constructed three (3) cornices over the public way. One cornice shall extend beyond the property line over East Ohio Street, four (4) feet, five-eighth (5/8) inches and run for seventy-three (73) feet. One cornice shall extend no more than three (3) feet, one-eighth (1/8) inches beyond the property line over North St. Clair Street and run for eighty (80) feet. One cornice shall extend eight (8) feet, one-eighth (1/8) inches over the property line at the north end

(Continued on page 62815)

Ordinance associated with this drawing printed on pages 62811 through 62813 of this Journal.



(Continued from page 62813)

of the 200 East Ohio Street premises and shall run for seventy-three (73) feet adjacent to the alley. All three cornices shall be approximately twelve (12) feet above grade. Authority herein granted shall be for a period of five (5) years from and after July 18, 1994.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Four Hundred Thirty-three and no/100 Dollars ($433.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public way as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than $1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save

harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 62818 of this Journal.]

EHS Trinity Hospital.

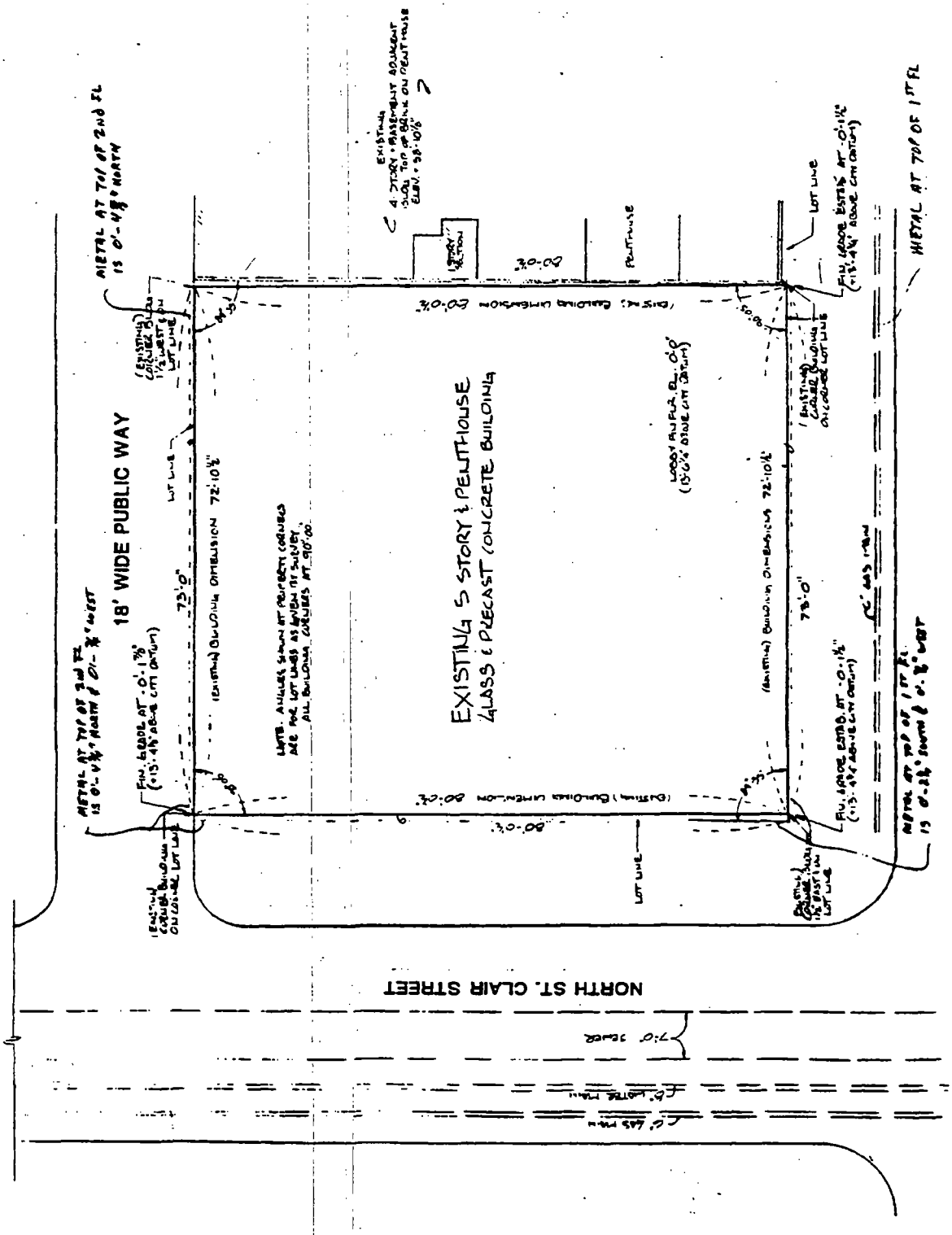
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to EHS Trinity Hospital, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a one-story covered bridge/passageway over and across East 93rd Street, between South Crandon Avenue and South Oglesby Avenue connecting the premises at 2320 East 93rd Street with the premises at 2319 East 93rd Street. Bridge shall be approximately ten (10) feet in width, ninety-six (96) feet in length and fourteen (14) feet above street grade for a period of five (5) years from and after December 23, 1994.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

(Continued on page 62819)

Ordinance associated with this drawing printed on pages 62813 through 62817 of this Journal.



(Continued from page 62817)

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of

such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than $1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

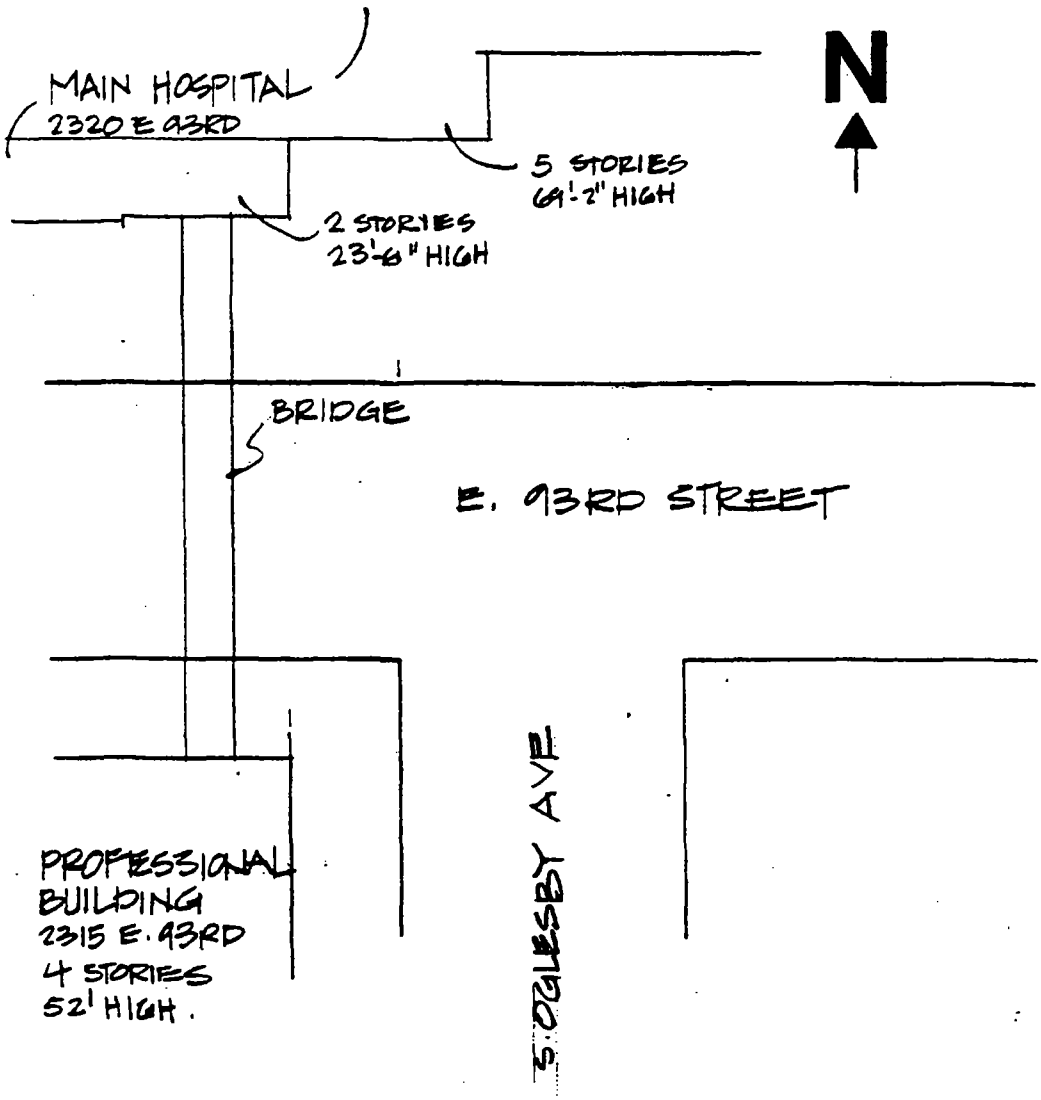
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 62821 of this Journal.]

Ordinance associated with this drawing printed on pages 62817 through 62820 of this Journal.



DO NOT WRITE BELOW THIS SPACE FOR OFFICE USE ONLY

NAME OF APPLICANT: _____

NAME OF CORPORATION AS PER CORPORATION BOOK _____

_____

PAGE _____

Elgin Dairy Foods, Inc.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Elgin Dairy Foods, Inc., upon the terms and subject to the conditions of this ordinance, to maintain and use an inspection manhole adjacent to the premises known as 3659 West Harrison Street. Said manhole shall be five (5) feet in width and seven (7) feet in depth and shall be located on the public right-of-way on the south side of West Harrison Street. Authority herein granted shall be for a period of five (5) years from and after passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than $1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including

those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 62825 of this Journal.]

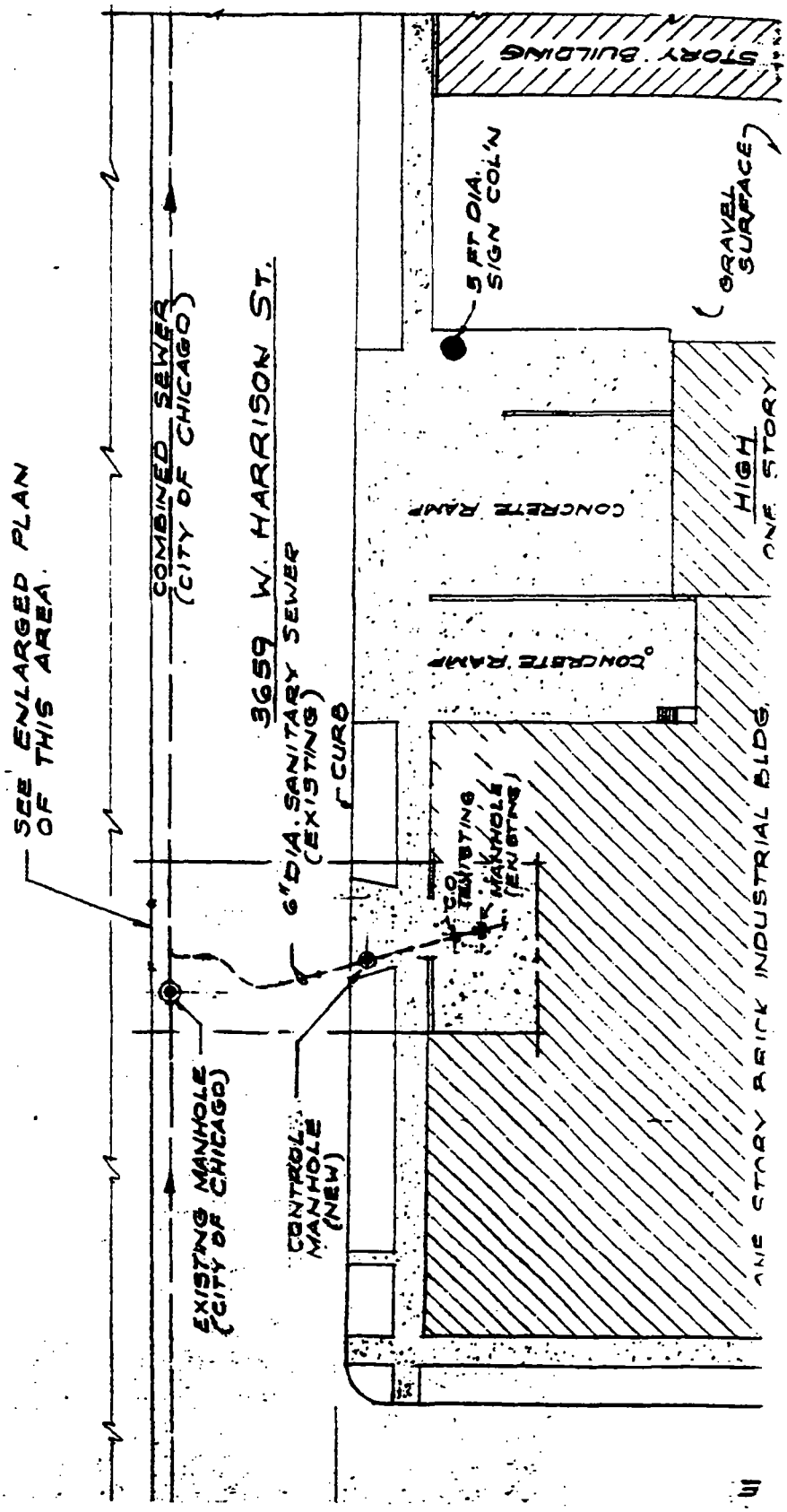
Com Realty, Inc. (Doing Business As Gold Coast Gallaria).

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Com Realty, Inc., doing business as Gold Coast Gallaria, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a bicycle rack adjacent to the premises known as 1030 North Clark Street. Said bicycle rack shall be installed on the North Clark Street side of the building on the public way and be ten (10) feet in length and two (2) feet in width having a height of two (2) feet, six (6) inches. Authority herein given and granted shall be for a period of five (5) years from and after passage of this ordinance.

(Continued on page 62826)

Ordinance associated with this drawing printed on pages 62822 through 62824 of this Journal.



(Continued from page 62824)

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Zero and no/100 Dollars ($0.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public way as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits,

pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than $1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and

submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 62829 of this Journal.]

LaSalle National Bank, As Trustee, Under Trust Number 111921.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to LaSalle National Bank, as Trustee, under Trust Number 111921, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed, two (2) curb cuts, two (2) islands, three (3) sidewalks, and one (1) attendants' booth in the public way adjacent to its premises located at 361 West Chestnut Street, as follows:

Curb Cut 1:

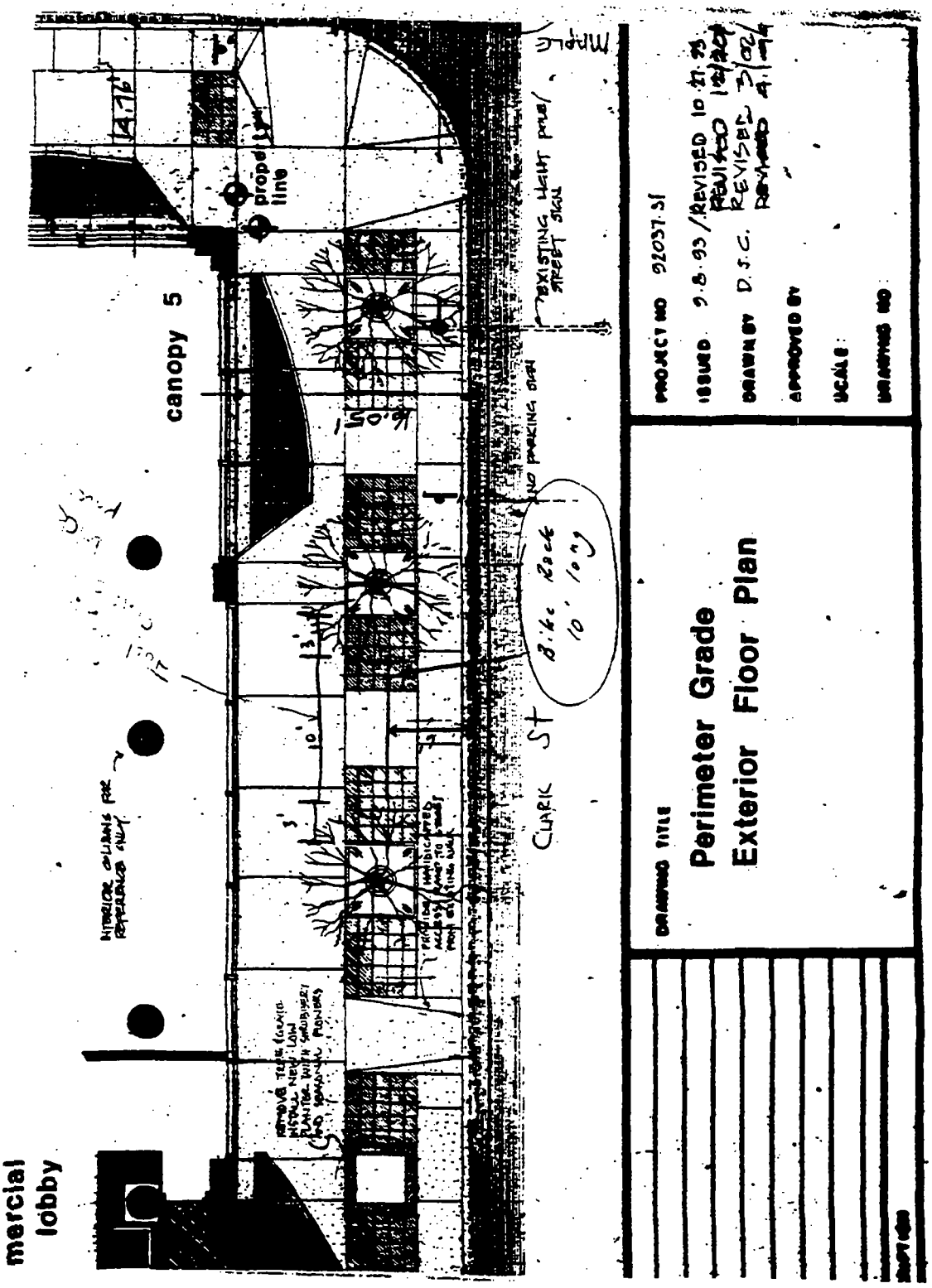
Shall measure twenty-four (24) feet in length and twenty-two (22) feet in width for a total area of five hundred twenty-eight (528) square feet.

Curb Cut 2:

Shall measure twenty-four (24) feet in length and five (5) feet in width for a total area of one hundred twenty (120) square feet.

(Continued on page 62830)

Ordinance associated with this drawing printed on pages 62824 through 62828 of this Journal.



(Continued from page 62828)

Island 1:

Shall measure eighteen (18) feet in length and five (5) feet in width for a total area of ninety (90) square feet.

Island 2:

With attendant's booth shall measure twenty-five (25) feet in length and five (5) feet in width for a total area of one hundred twenty-five (125) square feet.

Sidewalk 1:

Shall measure forty-five (45) feet in length and eight (8) feet in width for a total area of three hundred sixty (360) square feet.

Sidewalk 2:

Shall measure forty-five (45) feet in length and five (5) feet in width for a total area of two hundred twenty-five (225) square feet.

Sidewalk 3:

Shall measure twenty-seven (27) feet in length and five (5) feet in width for a total area of one hundred thirty-five (135) square feet.

Said total use of space shall be one thousand five hundred eighty-three (1,583) square feet. Authority for the above named privileges are herein given and granted for a period of five (5) years from and after October 24, 1994.

The location of said privileges shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Two Thousand Five Hundred Eighty-three and no/100 Dollars ($2,583.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than $1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

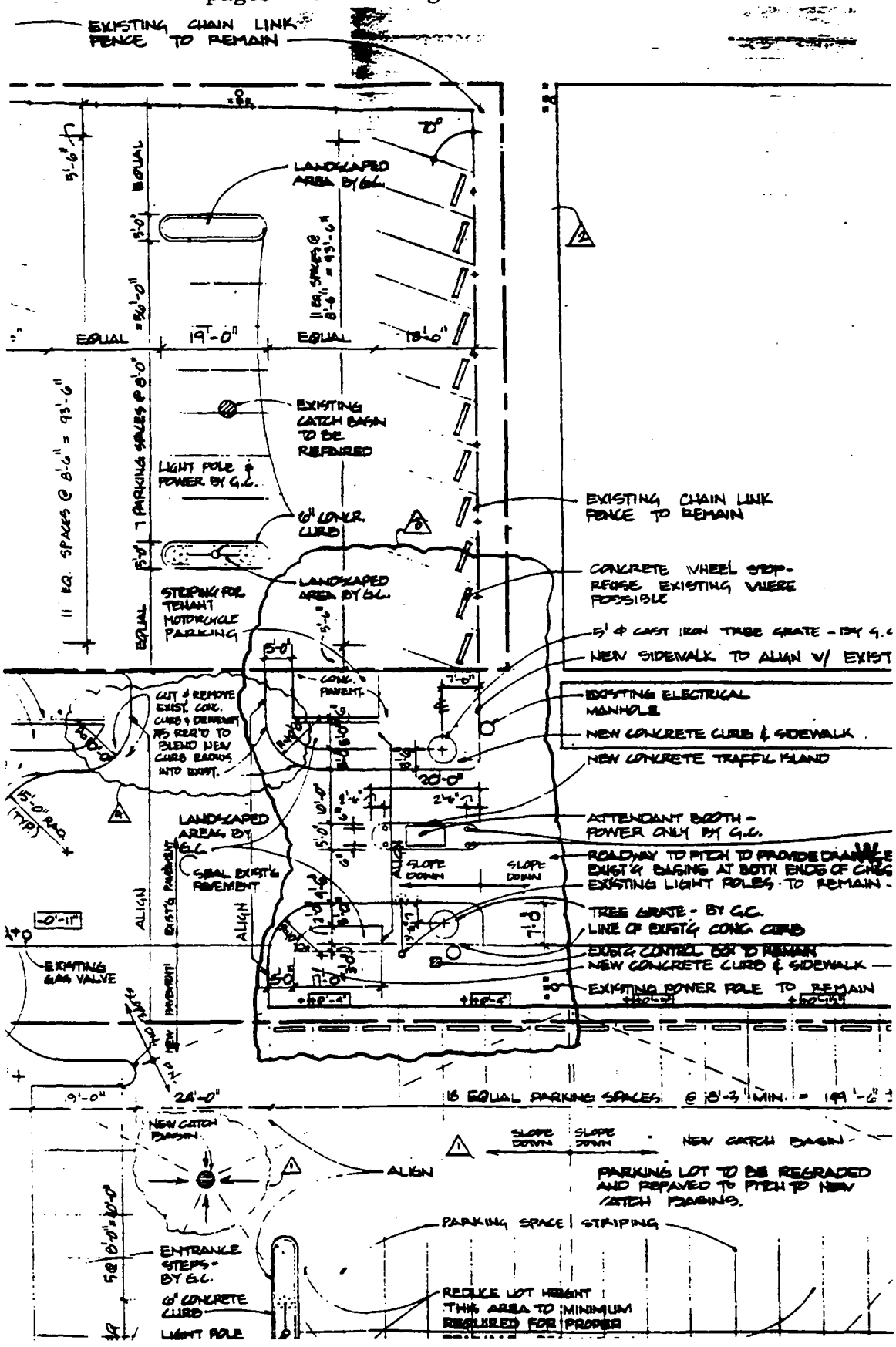
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 62833 of this Journal.]

Ordinance associated with this drawing printed on pages 62828 through 62832 of this Journal.



Nelson Brothers Furniture Corporation.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Nelson Brothers Furniture Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed an eight (8) inch cast iron water pipe under and across West Superior Street approximately two hundred thirty (230) feet west of the west line of North Washtenaw Avenue, connecting the premises known as 2750 West Grand Avenue with the premises known as 2740 West Superior Street to be used for fire protection purposes only. Authority herein granted shall be for a period of five (5) years from and after May 8, 1993.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than $1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including

those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 62837 of this Journal.]

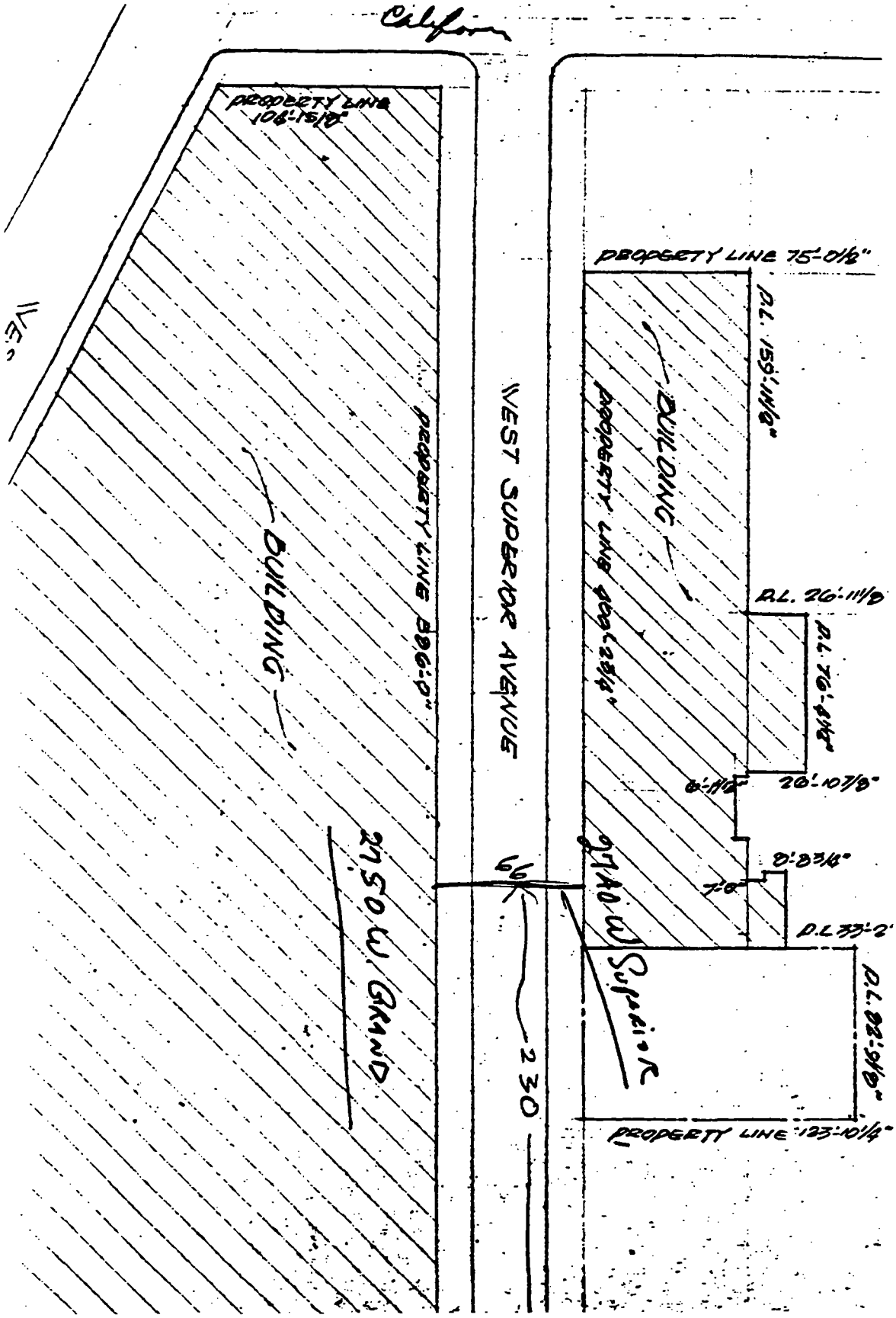
Northern Trust Company.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to the Northern Trust Company, upon the terms and subject to the conditions of this ordinance, to use as now constructed a covered pedestrian bridge over and across the east/west eighteen-foot public alley lying between South Wells Street and South LaSalle Street, also known as West Arcade Place, beginning at a point ninety-three point seventy-five hundredths (93.75) feet east of the east line of South Wells Street. Said bridge shall be used to connect the two buildings known as 50 South LaSalle Street and 181 West Madison Street. Said bridge shall extend across West Arcade Place a distance of approximately eighteen (18) feet and shall not be less than five (5) stories above grade at said location. Bridge dimensions shall be fourteen (14) feet in height, eighteen (18) feet in length and twelve point seventeen hundredths (12.17) feet in width. Authority herein granted is for a period of five (5) years from and after July 19, 1994.

(Continued on page 62838)

Ordinance associated with this drawing printed on pages 62834 through 62836 of this Journal.



(Continued from page 62836)

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Nine Hundred Twenty-one and no/100 Dollars ($921.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including

pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than $1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and

submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 62841 of this Journal.]

Palmolive Venture.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Palmolive Venture, an Illinois limited partnership, upon the terms and subject to the conditions of this ordinance, to maintain and use two (2) existing vaults adjacent to the premises known as 919 North Michigan Avenue and described as follows:

East Walton Place:

Vault 1:

Length, forty-three (43) feet; width, fifteen (15) feet, five (5) inches; and depth, thirty-three (33) feet.

Vault 2:

Length, one hundred (100) feet; width, fifteen (15) feet, five (5) inches; and depth, thirty-three (33) feet.

Total area of two thousand two hundred four point fifty-nine (2,204.59) square feet of space being used for mechanical purposes. Authority herein granted shall be for a period of five (5) years from and after December 19, 1994.

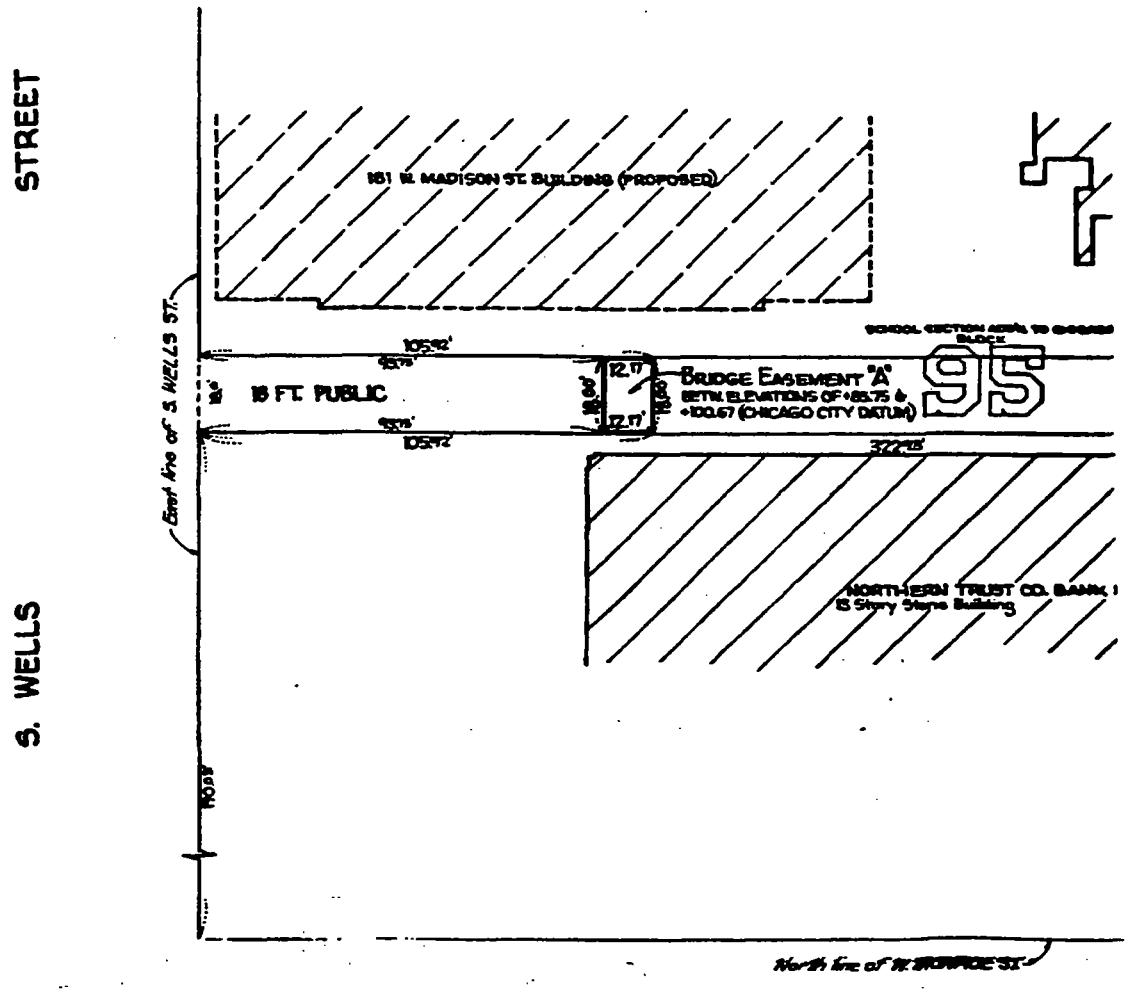
(Continued on page 62842)

Ordinance associated with this drawing printed on pages 62836 through 62840 of this Journal.

BRIDGE EASEMENT "A":

That part of the East 12.17 feet of the West 105.92 feet of the 18.00 foot wide East and West Public Alley lying above the plane of +85.75 feet above Chicago City Datum and below the plane of +100.67 feet above Chicago City Datum in Block 95 of School Section Addition to Chicago, in Section 15, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

That pa
foot wide
+86.00 fe
+100.00 f
Section A
14 East of



(Continued from page 62840)

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Four Thousand Four Hundred Nine and no/100 Dollars ($4,409.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits,

pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than $1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and

submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 62845 of this Journal.]

Pro-Tec Metals, Inc.

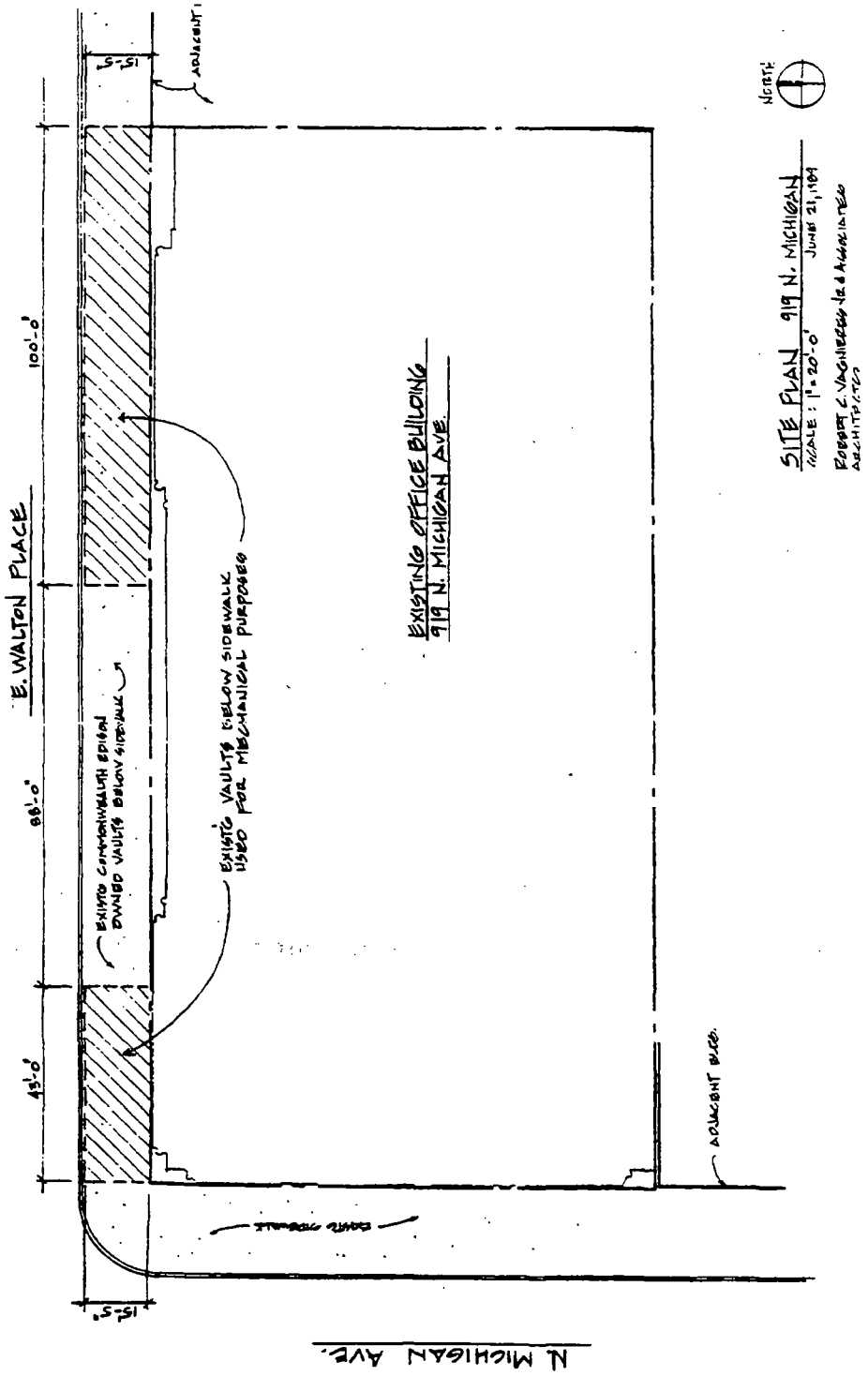
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Pro-Tec Metals, Inc., upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a sampling basin, adjacent to the premises known as 1428 North Kilpatrick Avenue. The sampling chamber shall be for use by the Metropolitan Water Reclamation District. Said sampling chamber shall be two (2) feet in diameter and be located on the public sidewalk (right-of-way) as per plans submitted and approved by the Department of Transportation, the Department of Sewers and the Department of Water. Authority herein granted is for a period of five (5) years from and after passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

(Continued on page 62846)

Ordinance associated with this drawing printed on pages 62840 through 62844 of this Journal.



(Continued from page 62844)

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of

such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than $1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 62849 of this Journal.]

Skild Plating Corporation.

Be It Ordained by the City Council of the City of Chicago:

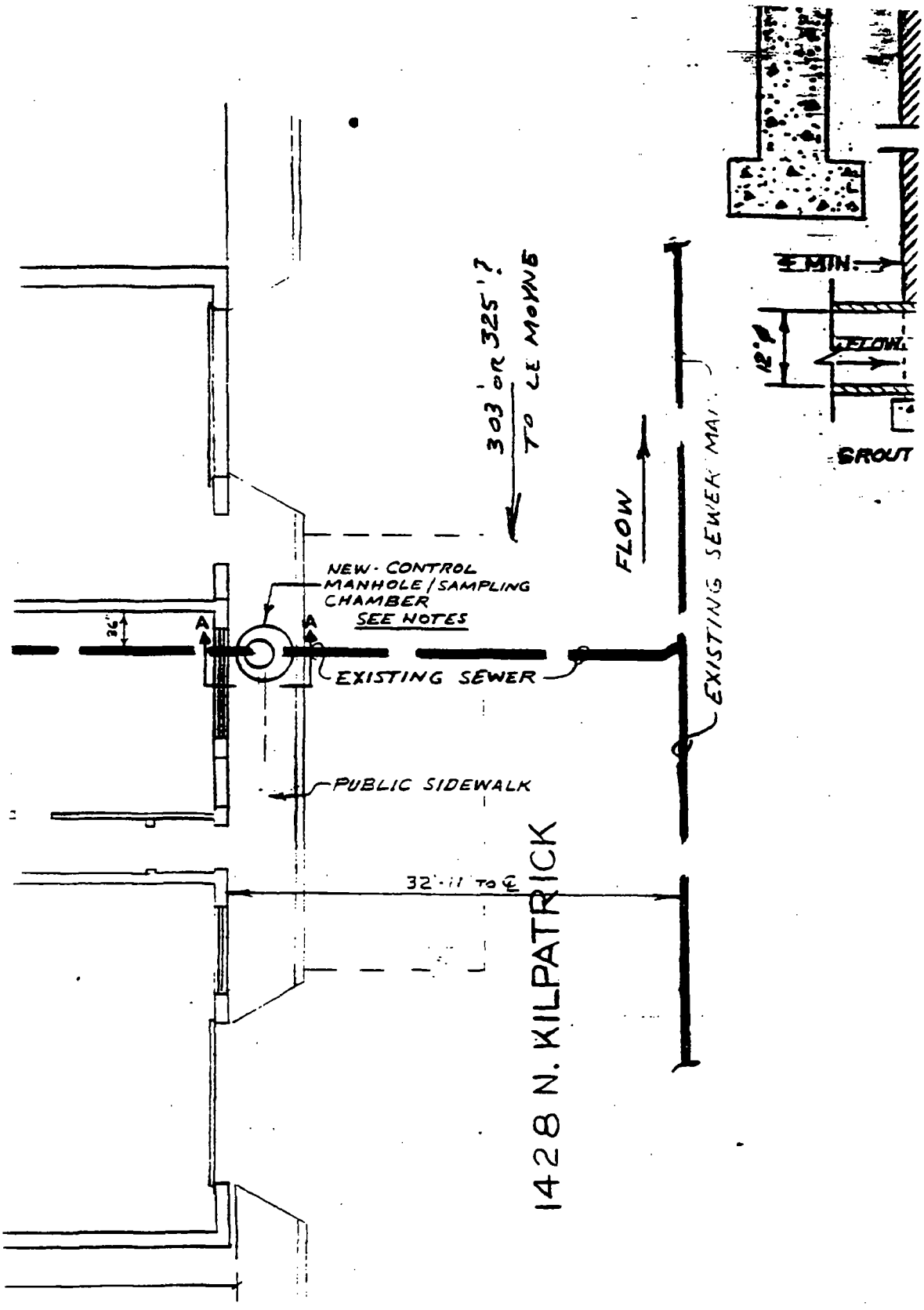
SECTION 1. Permission and authority are hereby given and granted to Skild Plating Corporation, upon the terms and subject to the conditions of this ordinance, to construct, install, maintain and use a sampling chamber, adjacent to the premises known as 1516 North Kilpatrick Avenue. The sampling chamber shall be for use by the Metropolitan Water Reclamation District. Said sampling chamber shall be two (2) feet in diameter and be located on the public sidewalk (right-of-way) as per plans submitted and approved by the Department of Transportation, the Department of Sewers and the Department of Water. Authority herein granted shall be for a period of five (5) years from and after passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public way as herein described shall be obtained prior to the date of expiration of this ordinance.

(Continued on page 62850)

Ordinance associated with this drawing printed on pages 62844 through 62847 of this Journal.



(Continued from page 62848)

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than $1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the

Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

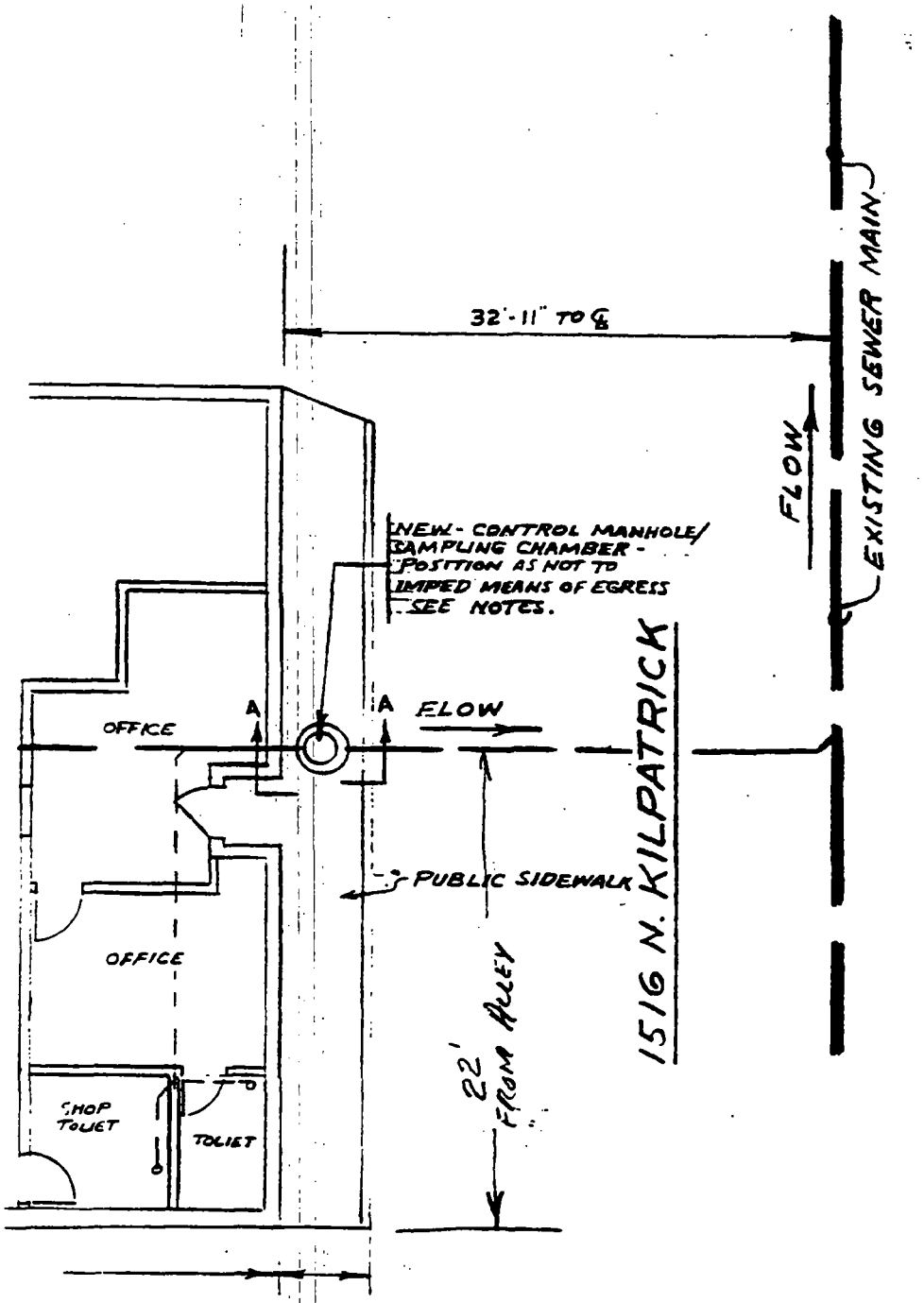
[Drawing referred to in this ordinance printed on page 62852 of this Journal.]

Stony Island Reclamation Company.

Be It Ordained by the City Council of the City of Chicago:

(Continued on page 62853)

Ordinance associated with this drawing printed on pages 62848 through 62851 of this Journal.



(Continued from page 62851)

SECTION 1. Permission and authority are hereby given and granted to Stony Island Reclamation Company, upon the terms and subject to the conditions of this ordinance, to construct, maintain and use a force sewer main within the public right-of-way of South Stony Island Avenue. Said force main shall proceed south underneath South Stony Island Avenue from a point about five (5) feet west of the northeast corner of the intersection of East 122nd Street and South Stony Island Avenue for approximately four thousand twenty-six (4,026) feet to connect with an existing Metropolitan Sanitary District wet well along the north river bank of the Calumet River. Said force main shall be maintained under supervision and approval of the Commissioner of Sewers and subject to all applicable regulations of the Water Reclamation District and other government authorities. Authority for the above named privilege shall be for a period of five (5) years from and after September 12, 1994.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way

where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than $1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any

act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 62856 of this Journal.]

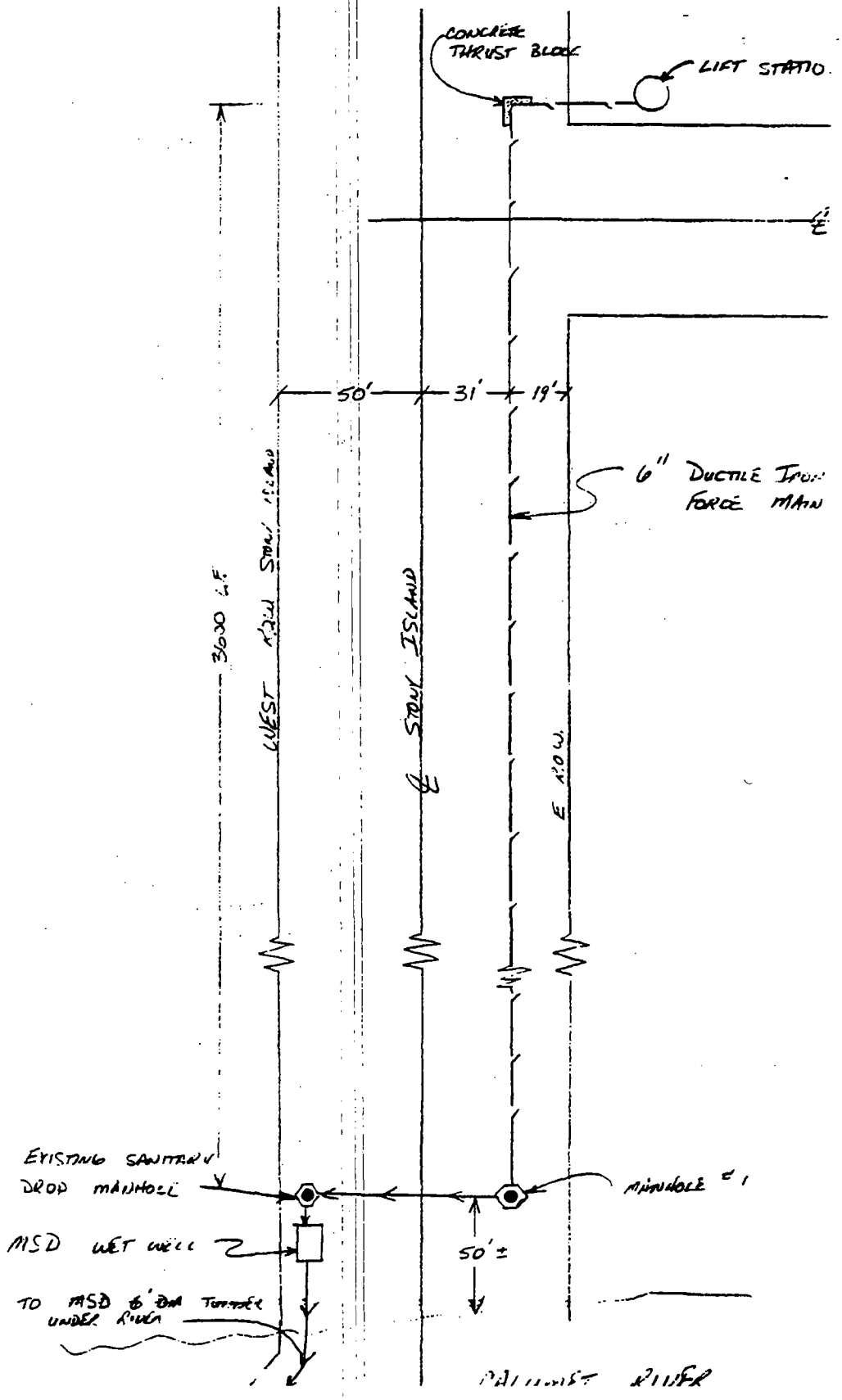
Superior Coffee And Foods.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted, upon the terms and subject to the conditions of this ordinance, to Superior Coffee and Foods, a division of Sara Lee Corporation, to maintain and use as now constructed a one-story covered bridge or passageway over and across the northwesterly/southeasterly public alley between North Elston Avenue and North Lister Avenue, connecting the second floor of the premises at 2278 North Elston Avenue with the corresponding floor of the premises at 2249 North Lister Avenue. Said bridge or passageway shall not be more

(Continued on page 62857)

Ordinance associated with this drawing printed on pages 62851 through 62855 of this Journal.



(Continued from page 62855)

than nine (9) feet in width, nor sixteen (16) feet in length and shall not be less than fifteen (15) feet, six (6) inches above the surface of the alley at said location. Authority herein granted shall exist for a period of five (5) years from and after October 24, 1994.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than $1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of

this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 62860 of this Journal.]

Thompson Building Limited Partnership.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Thompson Building Limited Partnership, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed sidewalk vaults located in the public way on North Clark Street and West Kinzie Street adjacent to the building at 350 North Clark Street:

North Clark Street:

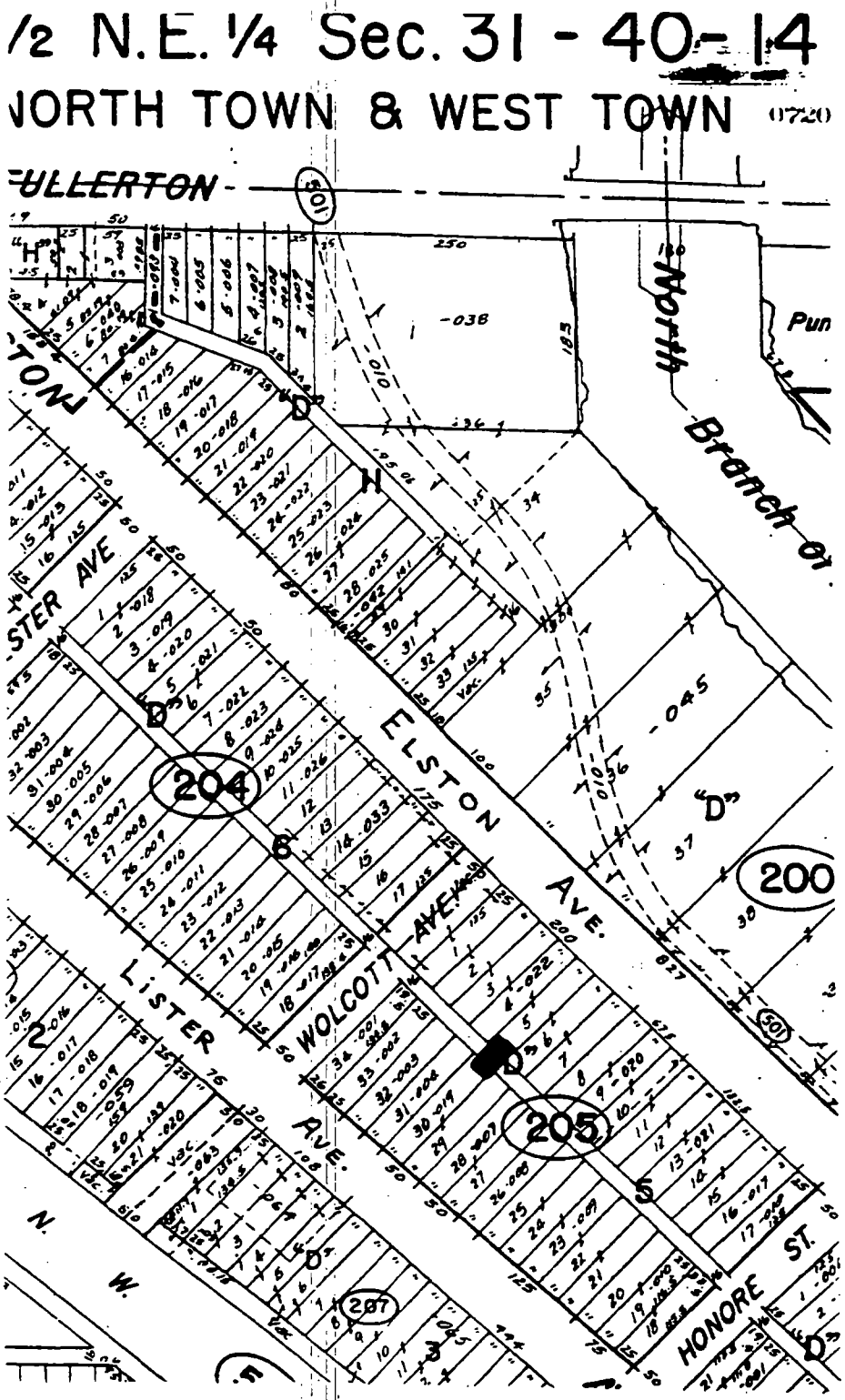
Said vault shall run south for a distance of one hundred eighty-seven (187) feet starting from a point at the southwest corner of North Clark Street and West Kinzie Street. Said vault shall be sixteen (16) feet in width.

West Kinzie Street:

Said vault shall run west for a distance of ninety-three (93) feet starting from a point at the southwest corner of North Clark Street and West Kinzie Street. Said vault shall be sixteen (16) feet in width.

(Continued on page 62861)

Ordinance associated with this drawing printed on pages 62855 through 62859 of this Journal.



(Continued from page 62859)

Authority herein given and granted shall be for a period of five (5) years from and after October 30, 1994.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Eight Thousand Nine Hundred Sixty and no/100 Dollars ($8,960.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than $1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save

harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 62864 of this Journal.]

Vertiflex Company.

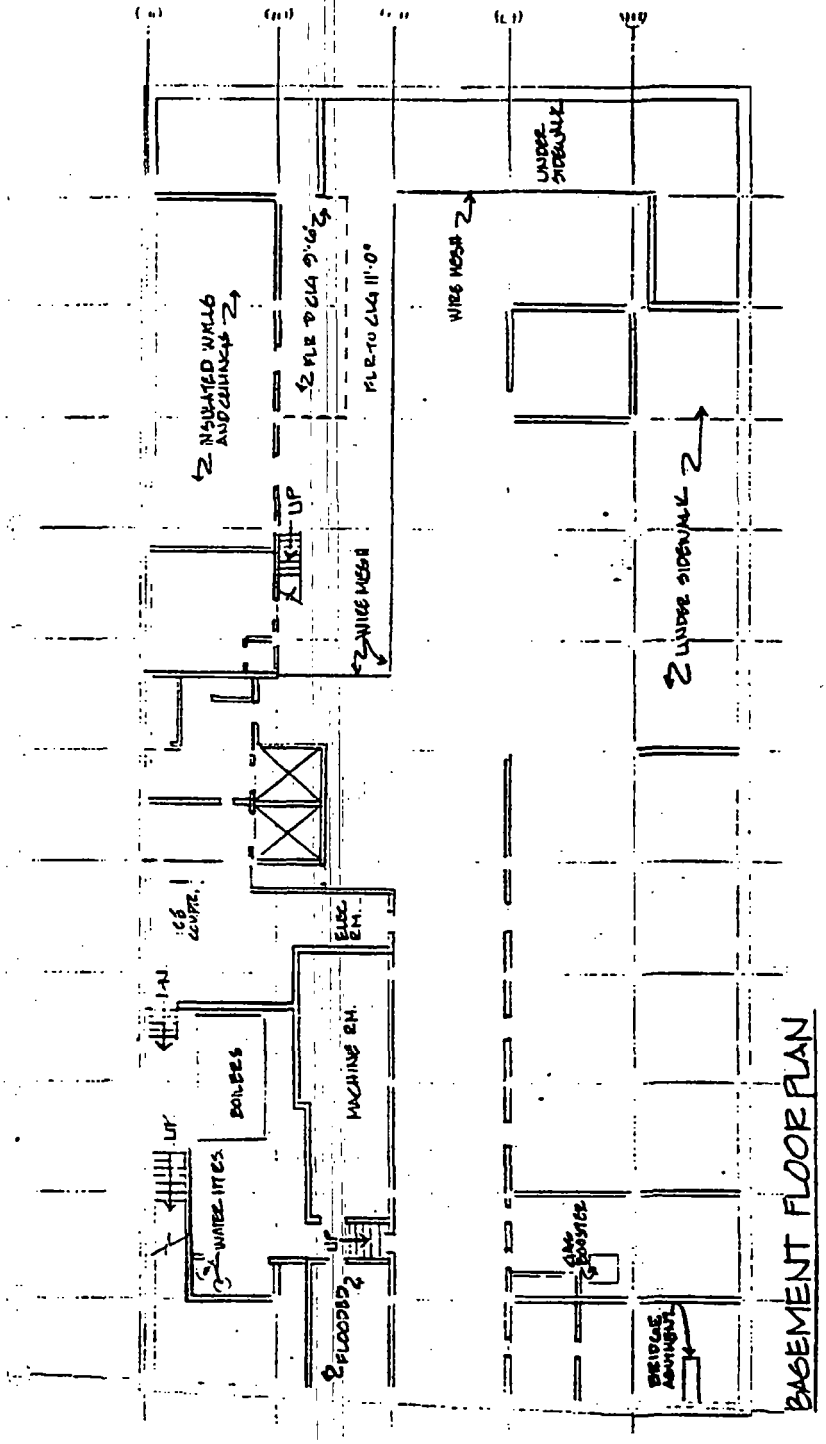
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to Vertiflex Company, upon the terms and subject to the conditions of this ordinance to construct, install, maintain and use a control manhole adjacent to the premises known as 630 West 41st Street. Said manhole shall be two (2) feet, two (2) inches in length and two (2) feet, two (2) inches in width at a depth of ten (10) feet. Said control manhole shall be located in the public right-of-way and shall be used for water samples. Authority herein granted shall be for a period of five (5) years from and after passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

(Continued on page 62865)

Ordinance associated with this drawing printed on pages 62859 through 62863 of this Journal.



(Continued from page 62863)

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation, is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of

such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than $1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by an insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 62868 of this Journal.]

F. W. Woolworth Company.

Be It Ordained by the City Council of the City of Chicago:

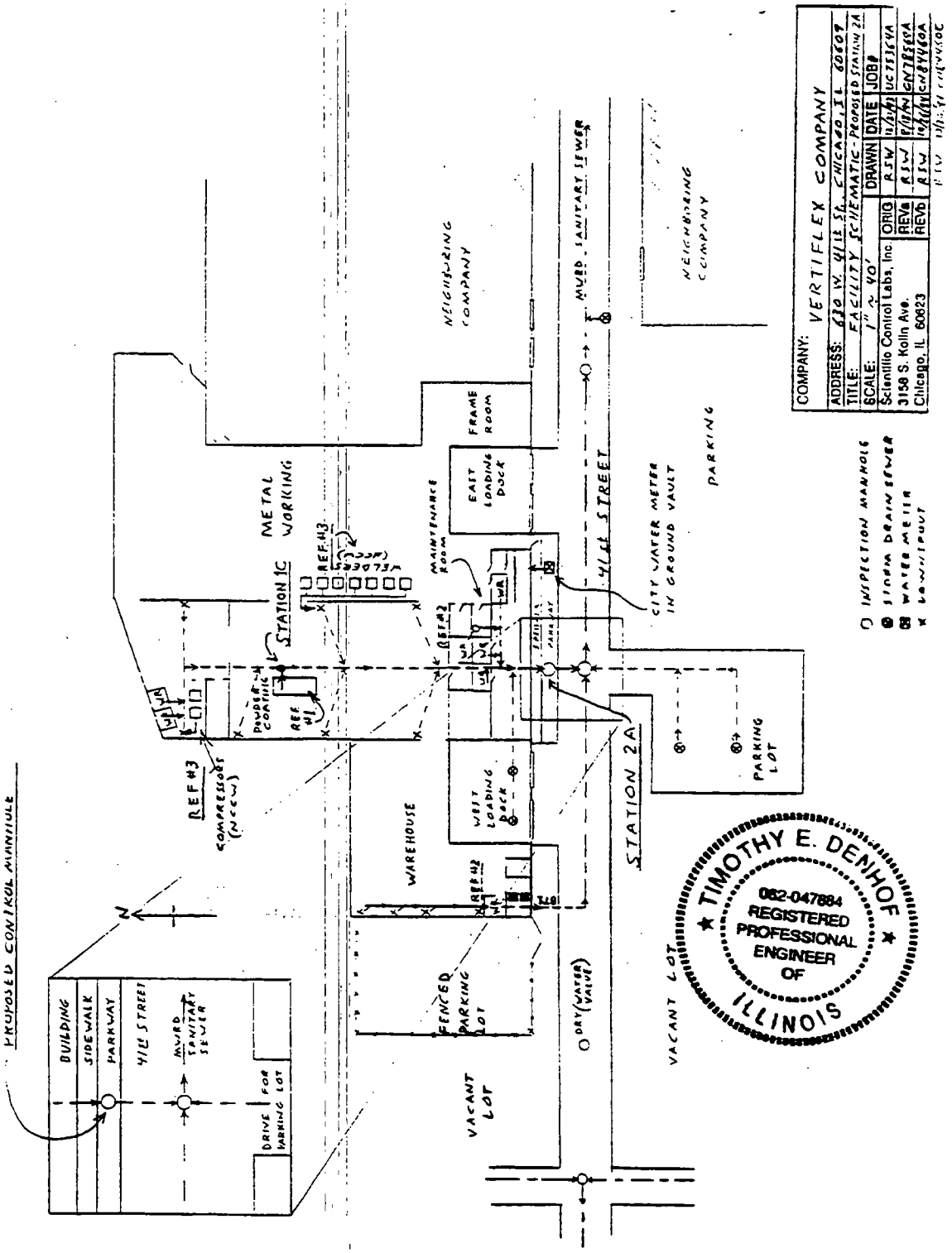
SECTION 1. Permission and authority are hereby given and granted to F. W. Woolworth Company, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a vault approximately two hundred twenty-two (222) feet in length, one (1) foot in width and fifteen (15) feet in depth, under the surface of the east/west alley between West Washington Street and West Madison Street and known as West Calhoun Place, adjacent to the premises known as 20 -- 24 North State Street. Authority herein given and granted shall be for a period of five (5) years from and after October 23, 1994.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Five Hundred Seventy-seven and no/100 Dollars ($577.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

(Continued on page 62869)

Ordinance associated with this drawing printed on pages 62863 through 62866 of this Journal.



(Continued from page 62867)

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than $1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The

Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance, operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

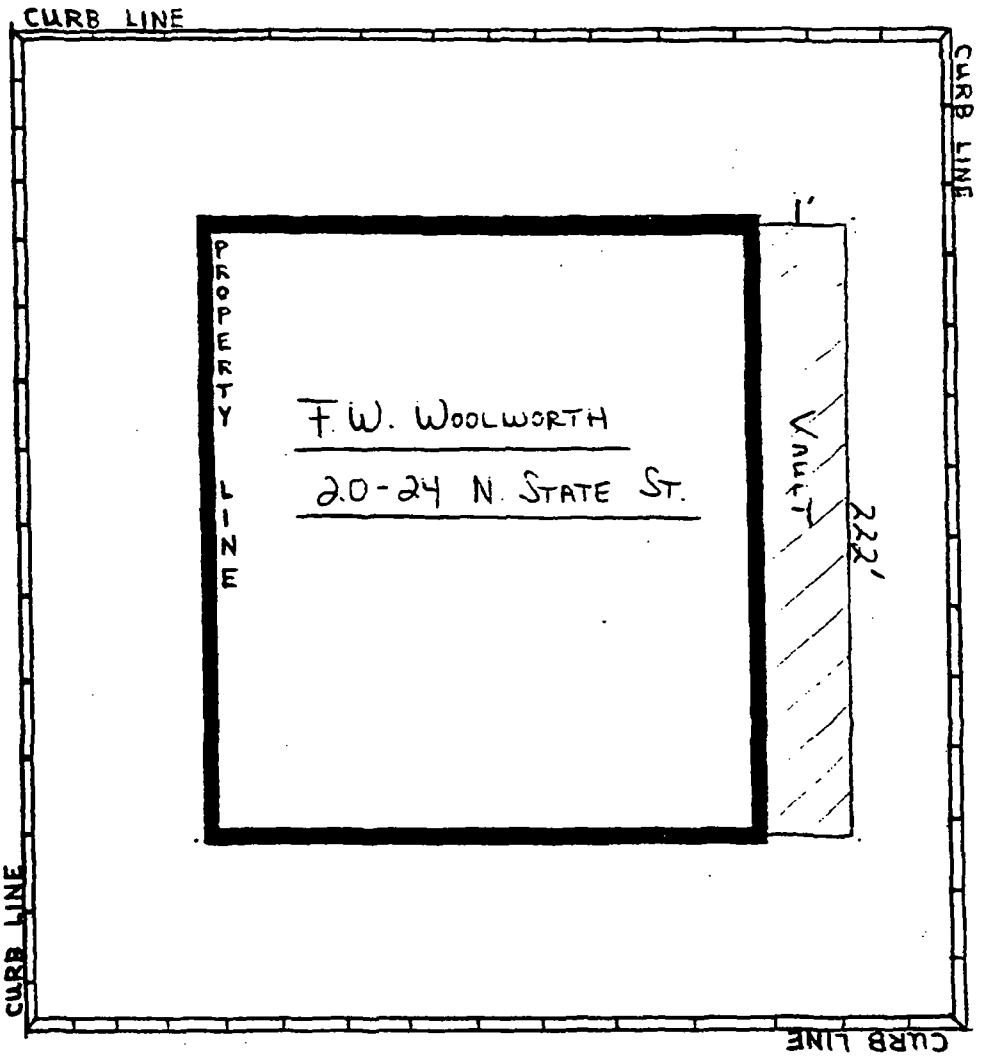
SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 62871 of this Journal.]

Ordinance associated with this drawing printed on pages 62867 through 62870 of this Journal.



1120 Lake Shore Drive Building Corporation.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Permission and authority are hereby given and granted to 1120 Lake Shore Drive Building Corporation, upon the terms and subject to the conditions of this ordinance, to maintain and use as now constructed a flood control system with manhole adjacent to the premises known as 1120 North Lake Shore Drive. Said flood control system shall be located in the public right-of-way along East Elm Street, and shall consist of two (2) sump pumps measuring eighteen (18) inches by two (2) feet with ejector pump and check valve. Manhole cover shall be two (2) feet in diameter. Authority herein given and granted shall be for a period of five (5) years from and after passage of this ordinance.

The location of said privilege shall be as shown on print hereto attached, which by reference is hereby incorporated and made a part of this ordinance. Such privilege and the structures and appliances herein authorized shall be maintained and used in accordance with all applicable laws, including the ordinances of the City of Chicago, and the directions of the Commissioner of Streets and Sanitation, the Commissioner of Buildings, the Commissioner of Transportation and the Director of Revenue. The grantee shall keep that portion of the public way in, over, under or adjacent to said privilege in good condition and repair, safe for public travel, free from snow, ice and debris to the satisfaction of the Commissioner of Streets and Sanitation.

SECTION 2. The grantee shall pay to the City of Chicago as compensation for the privilege herein granted the sum of Three Hundred and no/100 Dollars ($300.00) per annum, in advance. In case of termination of the privilege herein granted or the grantee transfers title or vacates its property, the grantee shall, nevertheless, remain liable to the City of Chicago for the annual compensation which shall become due and payable under the provisions hereof, until the structures and appliances herein authorized are removed and the public way is restored as herein required. Further renewal authority for the continued maintenance and use of the public ways as herein described shall be obtained prior to the date of expiration of this ordinance.

SECTION 3. This ordinance is subject to amendment, modification or repeal, and permission and authority herein granted may be revoked by the Mayor of the City of Chicago and the Director of Revenue at their discretion, at any time for good cause without the consent of said grantee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the grantee, without cost or expense to the City of Chicago, shall remove the structures and appliances herein authorized and restore the public way where disturbed by said structures or appliances or by the removal thereof, to a proper condition under the supervision and to the satisfaction of the

Commissioner of Streets and Sanitation and in accordance with the City Municipal Code.

SECTION 4. In the event of failure, neglect or refusal of grantee so to perform any of its obligations under this ordinance, the City may, at its option, either (a) perform such work and charge the cost thereof to said grantee, or (b) determine what the cost of said work shall be and bill the grantee for said cost, or (c) combine the two methods. Immediately upon receipt of notice of such cost, grantee shall pay the City such amount.

SECTION 5. Grantee shall be responsible and pay for the removal, relocation, alteration, repair, maintenance and restoration of City-owned structures or appliances located in or adjacent to the public way including pavement, bridges, subways, tunnels, vaults, sewers, water mains, conduits, pipes, poles and other facilities and utilities, which are necessary or appropriate on account of grantee's use of the public way. The Commissioner of Streets and Sanitation is hereby authorized, in his or her discretion, and from time to time during grantee's use and occupancy of the public way until the restoration of the public way, to determine the work which is or will be necessary or appropriate and the cost involved to perform such work. The Commissioner is authorized to collect a deposit prior to commencing any work and to charge grantee all actual costs for causing all such work to be performed. The decision of such Commissioner shall be final and binding. The grantee, upon receiving written notification from the Commissioner of Streets and Sanitation of the required deposit or the cost of such work, shall immediately pay or deposit such amount as directed by the Commissioner.

SECTION 6. The grantee shall furnish to the Department of Revenue, prior to issuance of the permit for this privilege, a Certificate of Insurance evidencing coverage in an amount not less than $1,000,000 Combined Single Limit with said insurance covering all liability, both Public Liability and Property Damage that may result from the granting of said privilege. The Certificate of Insurance shall name the City of Chicago and its agents and employees as Additional Insureds and shall also clearly indicate that the privilege being granted by this ordinance is covered by insurance policy. Certificates renewing such insurance coverage must be furnished to the Department of Revenue no later than 30 days prior to the expiration of the policy. The aforementioned insurance coverage shall be maintained at all times by the grantee until the structures or appliances described in this ordinance are removed and the public way is restored as herein required.

SECTION 7. The Permittee(s) shall indemnify, keep and save harmless the City of Chicago, its agents and employees against all claims, liabilities, judgments, costs, damages and other expenses which may in any way arise or accrue against, be charged to or recovered from the City, its agents or employees in consequence of the permission given by this ordinance, or any act or thing done or omitted or neglected to be done by the grantee, its agents or employees in and about the construction, reconstruction, maintenance,

operation, use or removal of the authorized structures or appliances or the use, operation or restoration of public way as herein required, including those arising from any personal injuries or deaths or damage or destruction of property.

SECTION 8. The permission and authority herein granted shall not be exercised unless and until a permit authorizing such shall have been issued by the Director of Revenue. Such permit shall be conditioned upon the faithful observance and performance of all of the conditions and provisions of this ordinance, including the obligations to indemnify, keep and save harmless the City of Chicago and to provide insurance coverage. Such permit shall not be issued unless and until grantee has filed with the City Clerk a written acceptance of the terms and conditions of this ordinance, and submitted to the Department of Revenue evidence of the required insurance coverage and the first year's compensation.

SECTION 9. The permission and authority granted by this ordinance shall not be assignable except upon the approval of the Director of Revenue after full disclosure.

SECTION 10. This ordinance shall take effect and be in force from and after its passage and approval.

[Drawing referred to in this ordinance printed on page 62875 of this Journal.]

AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT OF PRIVILEGE TO FEDERAL FOOD COURT, INC.

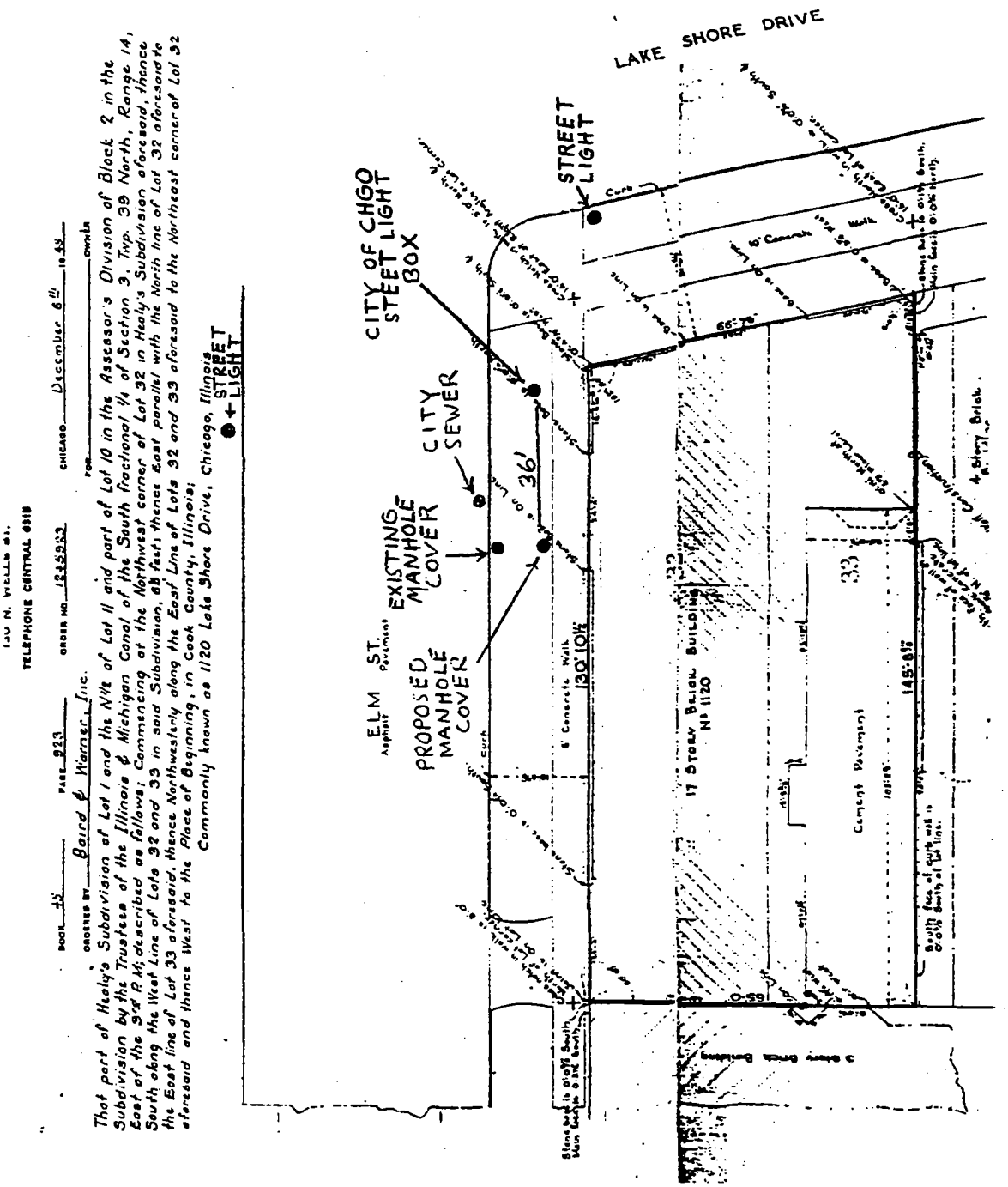
The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1994.

To the President and Members of the City Council:

(Continued on page 62876)

Ordinance associated with this drawing printed on pages 62872 through 62874 of this Journal.



(Conitnued from page 62874)

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith (referred on November 16, 1994) to amend an ordinance originally passed by the City Council on September 14, 1994, page 56434 of the Council Journal of Proceedings. Said amendment grants permission to Federal Food Court, Inc. to construct, install and maintain another kiosk on West Jackson Boulevard and on South Clark Street.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The ordinance passed by the City Council of the City of Chicago for Federal Food Court, Inc. on September 14, 1994 and printed upon page 56434 of the Journal of Proceedings of the City of Chicago is hereby amended by deleting the words: "a kiosk sign" and inserting in their place the words: "two kiosk signs, one on West Jackson Boulevard and one on South Clark Street".

SECTION 2. This ordinance amendment shall be in effect upon its passage.

AUTHORIZATION FOR GRANTS OF PRIVILEGE IN PUBLIC WAY FOR CANOPIES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1994.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed orders transmitted herewith (referred on November 2, 10 and 16, 1994) to construct, maintain and use sundry canopies by various establishments.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Said orders, as passed, read as follows (the italic heading in each case not being a part of the order):

Ms. Angela Alcala: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Angela Alcala ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1448 West 47th Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-three (23) feet, ten (10) inches in length, nor three (3) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Alice Beauty Shop: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Alice Beauty Shop ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 5728 West Higgins Road for a period of three (3) years from and after February 25, 1994 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-one (21) feet in length, nor three (3) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

American National Bank & Trust Of Chicago, Under Trust Number 21065: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to American National Bank & Trust of Chicago, under Trust Number 21065 ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1500 South Western Avenue for a period of three (3) years from and after date of passage in accordance

with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirty-nine (39) feet in length, nor thirteen (13) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Sixty-four and no/100 Dollars ($64.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Annette's Armoire, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Annette's Armoire, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 27 East Delaware Place for a period of three (3) years from and after February 25, 1997 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed eighteen (18) feet in length, nor five (5) feet, six (6) inches in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises,

the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Attitude Adjustment, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Attitude Adjustment, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 322 West Armitage Avenue for a period of three (3) years from and after December 11, 1994 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirty-six (36) feet in length, nor eleven (11) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Sixty-one and no/100 Dollars ($61.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use,

maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Bank Leumi Le-Israel B.M., Chicago Branch: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Bank Leumi Le-Israel B.M., Chicago Branch ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 100 North LaSalle Street for a period of three (3) years from and after February 25, 1994 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fourteen (14) feet in length, nor six (6) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Bootlegger, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Bootlegger, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 11 -- 13 West Division Street for a period of three (3) years from and after January 27, 1994 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twelve (12) feet in length, nor six (6) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Mr. Danilo Caffi And Ms. Stella Caffi: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Danilo and Stella Caffi ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3231 West 63rd Street for a period of three (3) years from and after March 15, 1994 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed nine (9) feet in length, nor nine (9) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Cantonesia, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Cantonesia, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 204 West Cermak Road for a period of three (3) years from and after January 26, 1994 in accordance with the ordinances of the City of Chicago and the plans and

specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-three (23) feet in length, nor five point twenty-five (5.25) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Carson's Sales Corporation: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Carson's Sales Corporation ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 612 North Wells Street for a period of three (3) years from and after February 25, 1994, in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed nine (9) feet in length, nor five (5) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises,

the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

The Center For Rehabilitation And Training Of Persons With Disabilities: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to The Center for Rehabilitation and Training of Persons with Disabilities ("Permittee") to construct, maintain and use one (1) canopy over the public way in attached to the structure located at 2052 North Clybourn Avenue for a period of three (3) years from and after February 1, 1995 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed sixteen (16) feet in length, nor two (2) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or

litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

The Chicago Methodist Episcopal Church Society: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to The Chicago Methodist Episcopal Church Society ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 33 North Clark Street for a period of three (3) years from and after March 10, 1996 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-two (22) feet in length, nor eighteen (18) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted,

by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

KI KI Corporation, Doing Business As The Chateam: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to KI KI Corporation, doing business as The Chateam ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 5114 West Madison Street for a period of three (3) years from and after November 14, 1994 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed five (5) feet in length, nor three (3) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Down Under, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Down Under, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 164 West Grand Avenue for a period of three (3) years from and after January 27, 1994 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed nine (9) feet in length, nor four (4) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

El Chisme, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to El Chisme, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3312 -- 3324 West 26th Street for a period of three (3) years from and after May 24, 1995 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and

approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed one hundred forty (140) feet in length, nor three (3) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Sixty-five and no/100 Dollars ($165.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Elam Boutique Ltd.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Elam Boutique Ltd. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 27 East Superior Street for a period of three (3) years from and after March 30, 1994 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed seven (7) feet in length, nor three (3) feet, one-half (½) inches in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for

the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

The Forgotten Women Of Chicago, Inc.: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to The Forgotten Women of Chicago, Inc. ("Permittee") to construct, maintain and use three (3) canopies over the public way attached to the structure located at 535 North Michigan Avenue for a period of three (3) years from and after February 25, 1994 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed twenty-six (26) feet, respectively, in length, nor three (3) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Fifty-three and no/100 Dollars ($153.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use,

maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Mr. Fred Freeman: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Fred Freeman ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 5391 North Milwaukee Avenue for a period of three (3) years from and after May 30, 1995 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fifteen (15) feet in length, nor three (3) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Gianni Versace: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Gianni Versace ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 101 East Oak Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed two (2) at twenty-three (23) feet, respectively, in length, nor two (2) at thirteen (13) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Gyros Delight Restaurant: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Gyros Delight Restaurant ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3417 South Halsted Street for a period of three (3) years from and after March 8, 1995 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-five (25) feet in length, nor three (3) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Mr. William P. Herdegen, Jr.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to William P. Herdegen, Jr. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1356 West Wellington Avenue for a period of three (3) years from and after February 1, 1992 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public

Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fourteen (14) feet in length, nor seven (7) feet, two (2) inches in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Hotel Lincoln: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Hotel Lincoln ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1816 North Clark Street for a period of three (3) years from and after March 30, 1994 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fifteen (15) feet in length, nor fifteen (15) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for

the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

IRMCO Properties And Management Corporation: Canopy.
(300 -- 314 West Belden Avenue)

Ordered, That the Director of Revenue is hereby authorized to issue a permit to IRMCO Properties and Management Corporation ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 300 -- 314 West Belden Avenue for a period of three (3) years from and after March 9, 1993 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirty-one (31) feet in length, nor eighteen (18) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-six and no/100 Dollars ($56.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use,

maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

IRMCO Properties And Management Corporation: Canopy.
(200 East Chestnut Street)

Ordered, That the Director of Revenue is hereby authorized to issue a permit to IRMCO Properties and Management Corporation ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 200 East Chestnut Street for a period of three (3) years from and after February 1, 1994 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirty (30) feet in length, nor eighteen (18) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-five and no/100 Dollars ($55.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted,

by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

JMB/Urban Development: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to JMB/Urban Development ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 3236 North Ashland Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at twenty-four (24) feet and one (1) at twenty-three (23) feet in length, respectively, nor two (2) at four (4) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

LaPaella Ltd.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to LaPaella Ltd. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2920 North Clark Street for a period of three (3) years from and after February 1, 1995 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-three (23) feet in length, nor two (2) feet, six (6) inches in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

LaSalle Street Press Building: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to LaSalle Street Press Building ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 325 West Ohio Street for a period of three (3) years from and after October 8, 1994 in accordance with the ordinances of the City of Chicago and the

plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed ten (10) feet in length, nor six (6) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Lesly Motors, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Lesly Motors, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2401 South Michigan Avenue for a period of three (3) years from and after February 14, 1994 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed ten (10) feet in length, nor eight (8) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for

the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Lou Malnati's Pizzeria: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Lou Malnati's Pizzeria ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 439 North Wells Street for a period of three (3) years from and after April 1, 1993 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirty-four (34) feet in length, nor nine (9) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty-nine and no/100 Dollars ($59.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Marzano's Miami Bowl, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Marzano's Miami Bowl, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 5023 South Archer Avenue for a period of three (3) years from and after January 30, 1994 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty (20) feet, nine (9) inches in length, nor four (4) feet, nine (9) inches in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

R. Matuszczak & Company Travel Bureau, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to R. Matuszczak & Company Travel Bureau, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 5736 West Belmont Avenue for a period of three (3) years from and after February 25, 1994 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-five (25) feet in length, nor three (3) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Pelletier Enterprises (Doing Business As Mellow Yellow): Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Pelletier Enterprises, doing business as Mellow Yellow ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1508 -- 1510 East 53rd Street for a period of three (3) years from and after August 7, 1994 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twelve (12) feet in length, nor eight (8) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Michael's Of Lincoln Park, Inc.: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Michael's of Lincoln Park, Inc. ("Permittee") to construct, maintain and use four (4) canopies over the public way attached to the structure located at 1946 North Clark Street for a period of three (3) years

from and after February 1, 1995 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed two (2) at ten (10) feet, one (1) at twenty-one (21) feet and one (1) at eighty-eight (88) feet, respectively, in length, nor two (2) at ten (10) feet, and two (2) at two (2) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Two Hundred Sixty-three and no/100 Dollars ($263.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Mid Town Bank And Trust Co.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Mid Town Bank and Trust Co. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2021 North Clark Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed two hundred seventy-one (271) feet in length, nor four (4) feet, nine (9) inches to five (5) feet, nine (9) inches in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Two Hundred Ninety-six and no/100 Dollars ($296.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Miglin Beitmer Management Corporation: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Miglin Beitmer Management Corporation ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 181 West Madison Street for a period of three (3) years from and after February 2, 1995 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed one hundred (100) feet in length, nor twenty-eight (28) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Twenty-five and no/100 Dollars ($125.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Monday's Restaurant: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Monday's Restaurant ("Permittee") to construct, maintain and use two (2) canopies over the public way attached to the structure located at 19 East Jackson Boulevard and 75 West Harrison Street for a period of three (3) years from and after July 24, 1994 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed one (1) at ten (10) feet and one (1) at eleven (11) feet, respectively, in length, nor one (1) at eight (8) feet and one (1) at two (2) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred and no/100 Dollars ($100.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

New Hope Baptist Church: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to New Hope Baptist Church ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 4255 West Division Street for a period of three (3) years from and after January 1, 1995 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twelve (12) feet in length, nor nine (9) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Northwestern Memorial Hospital: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Northwestern Memorial Hospital ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 239 East Chicago Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed four (4) feet in length, nor four (4) feet, six (6) inches in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Norwegian-American Hospital, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Norwegian-American Hospital, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2912 West Cortez Street for a period of three (3) years from and after February 27, 1995 in accordance with the ordinances of the

City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed one hundred four (104) feet in length, nor ten (10) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of One Hundred Twenty-nine and no/100 Dollars ($129.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

The Old Franklin Building: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to The Old Franklin Building ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 525 South Dearborn Street for a period of three (3) years from and after March 15, 1994 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fifteen (15) feet in length, nor four (4) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises,

the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Mr. Steve Ondrla: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Steve Ondrla ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 5914 West Fullerton Avenue for a period of three (3) years from and after March 30, 1994 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty (20) feet in length, nor four (4) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use,

maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Ms. Grace O'Neal/Mr. Earl Jerome Malry: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Grace O'Neal/Earl Jerome Malry ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 813 -- 817 West Montrose Avenue for a period of three (3) years from and after August 1, 1997 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed nine (9) feet, nine (9) inches in length, nor three (3) feet, eleven and three-quarter ($11\frac{3}{4}$) inches in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Panyas Party Shop: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Panyas Party Shop ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 7061 North Clark Street for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed two (2) feet in length, nor sixteen (16) feet, six (6) inches in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Pier I Imports, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Pier I Imports, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 651 West Diversey Parkway for a period of three (3) years from and after February 1, 1995 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed seventy (70) feet in length, nor three (3) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Ninety-five and no/100 Dollars ($95.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Mr. Robert L. Pistilli: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Robert L. Pistilli ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1345 West Taylor Street for a period of three (3) years from and after March 8, 1995 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by

the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fifteen (15) feet in length, nor three (3) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Planned Realty Group, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Planned Realty Group, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3501 North Broadway for a period of three (3) years from and after February 7, 1996 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed eight (8) feet in length, nor four (4) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for

the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Restaurant Suntory Chicago, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Restaurant Suntory Chicago, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 11 -- 15 East Huron Street for a period of three (3) years from and after April 1, 1993 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twelve (12) feet, eleven (11) inches in length, nor seventeen (17) feet, eight (8) inches in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use,

maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Riviera Productions, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Riviera Productions, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 4746 North Racine Avenue for a period of three (3) years from and after date of passage in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirty-five (35) feet in length, nor seventeen (17) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Sixty and no/100 Dollars ($60.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Saranecki Bros., Continental Catering: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Saranecki Bros., Continental Catering ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3705 West Fullerton Avenue for a period of three (3) years from and after February 28, 1994 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirty-six (36) feet in length, nor four (4) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Sixty-one and no/100 Dollars ($61.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

School Of The Art Institute: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to School of the Art Institute ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 37 South Wabash Avenue for a period of three (3) years from and after February 25, 1994 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed ten (10) feet in length, nor two (2) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Sheridan Plaza Associates: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Sheridan Plaza Associates ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 4607 North Sheridan Road for a period of three (3) years from and after December 22, 1992 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public

Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed nineteen (19) feet in length, nor six point five (6.5) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Silk Road Downtown: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Silk Road Downtown ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 218 South State Street for a period of three (3) years from and after November 14, 1994 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fifteen (15) feet in length, nor five (5) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for

the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Slaughter & Son Funeral Home: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Slaughter & Son Funeral Home ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2024 East 75th Street for a period of three (3) years from and after January 27, 1994 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fifteen (15) feet in length, nor six (6) feet, six (6) inches in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use,

maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Stages Music Hall: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Stages Music Hall ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 3730 North Clark Street for a period of three (3) years from and after February 6, 1994 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed sixteen (16) feet in length, nor twelve (12) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

State Cleaners: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to State Cleaners ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1205 North State Street for a period of three (3) years from and after May 16, 1996 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed eleven (11) feet in length, nor two (2) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Sudler Nagy, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Sudler Nagy, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1301 North Astor Street for a period of three (3) years from and after February 24, 1998 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fourteen (14) feet in length, nor eight (8) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Mr. Gil Young Suh And Ms. Heather K. Suh: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Gil Young Suh and Heather K. Suh ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 2841 North Clark Street for a period of three (3) years from and after January 31, 1995 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner

of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed thirty-six (36) feet, seven (7) inches in length, nor two (2) feet, six (6) inches in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Sixty-two and no/100 Dollars ($62.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted prior to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or litigation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy, arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

That's Our Bag, Inc.: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to That's Our Bag, Inc. ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 734 North Michigan Avenue for a period of three (3) years from and after December 12, 1994 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twelve (12) feet, five (5) inches in length, nor four (4) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises,

the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

White Hen Pantry, Inc.: Canopies.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to White Hen Pantry, Inc. ("Permittee") to construct, maintain and use seven (7) canopies over the public way attached to the structure located at 600 South Dearborn Street for a period of three (3) years from and after February 4, 1998 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopies shall not exceed seven (7) at four (4) feet, respectively, in length, nor three (3) at ten (10) feet, three (3) at nine (9) feet, and one (1) at eleven (11) feet, respectively, in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Three Hundred Fifty and no/100 Dollars ($350.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopies are removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or

obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopies arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopies without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

Whitemont Associates Limited Partnership: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to Whitemont Associates Limited Partnership ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 105 East Delaware Place for a period of three (3) years from and after March 18, 1992 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-one (21) feet, eight (8) inches in length, nor twenty (20) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted,

by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

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33 East Cedar Associates: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to 33 East Cedar Associates ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 33 East Cedar Street for a period of three (3) years from and after July 12, 1993 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed twenty-two (22) feet in length, nor seven (7) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

100 East Walton Condominium Association: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to 100 East Walton Condominium Association ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 100 East Walton Place for a period of three (3) years from and after December 11, 1994 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fifteen (15) feet in length, nor six (6) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

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222 East Chestnut Condominium: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to 222 East Chestnut Condominium ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 222 East Chestnut Street for a period of three (3) years from and after November 14, 1997 in accordance with the ordinances of the

City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed fifteen (15) feet in length, nor ten (10) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

A 1000 Nites Cafe: Canopy.

Ordered, That the Director of Revenue is hereby authorized to issue a permit to A 1000 Nites Cafe ("Permittee") to construct, maintain and use one (1) canopy over the public way attached to the structure located at 1612 North Sedgwick Street for a period of three (3) years from and after November 14, 1994 in accordance with the ordinances of the City of Chicago and the plans and specifications filed with the Commissioner of Public Works and approved by the Commissioner of Inspectional Services and the Division Marshal in charge of the Bureau of Fire Prevention. Said canopy shall not exceed eighteen (18) feet in length, nor three (3) feet in width.

The Permittee shall pay to the City of Chicago as compensation for the privilege the sum of Fifty and no/100 Dollars ($50.00) per annum, in advance. In the event the Permittee transfers title or vacates the premises, the Permittee shall, nevertheless, remain liable to the City of Chicago for

the annual compensation until the canopy is removed. The Permittee shall renew the privilege herein granted to the date of expiration.

The Permittee shall protect, defend, indemnify and hold harmless the City of Chicago, its officers, agents and employees, against and from any expense, claim, controversy, damage, personal injury, death, liability, judgment, or obligation arising out of the construction, repair, replacement, cleaning, use, maintenance or operation of the canopy arising out of and including the passive negligence of the City of Chicago.

The permit shall be subject to amendment, modification or revocation by the Mayor and the Director of Revenue in their discretion without the consent of the Permittee. Upon termination of the privilege herein granted, by lapse of time or otherwise, the Permittee shall remove the canopy without cost to the City of Chicago.

The privilege herein granted shall not be exercised until a permit shall have been issued by the Director of Revenue.

VACATION OF NORTH/SOUTH PUBLIC ALLEY IN BLOCK BOUNDED BY WEST HUBBARD STREET, WEST KINZIE STREET, NORTH CLARK STREET AND NORTH DEARBORN STREET.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1994.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* an ordinance vacating the *north/south 18.0 foot public alley (increasing it to a 40.16 foot public alley at* the southern terminus) in the block bounded by West Hubbard Street, West Kinzie Street, North Clark Street and North Dearborn Street. This ordinance was referred to the committee on November 29, 1994.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of the public alley described in the following ordinance; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. All that part of the north/south public alley opened by a plat of dedication approved by the City Council of the City of Chicago July 13, 1988 and recorded October 7, 1988 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 88-463997 being described on said plat of dedication as: "Plat of Dedication for public alley over part of Lots 6 and 7 in Assessor's Division of Lots 13, 14, 15 and 16 in Block 2 in Wolcott's Addition to Chicago in the east half of the northeast quarter of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, bounded and described as follows:

beginning at a point in the north line of said Lot 6 which is 0.24 feet west of the northeast corner of said Lot 6; thence south along a line 0.24

feet west of and parallel with the east line of said Lot 6, a distance of 100.21 feet to a point in the south line of said Lot 6 which is 0.24 feet west of the southeast corner of said Lot 6; thence west along the south line said Lots 6 and 7, a distance of 40.16 feet to the southwest corner of said Lot 7; thence northeasterly, a distance of 40.52 feet to a point in a line 18.24 feet west of and parallel with the east line of said Lot 6 (said point being 34.00 feet north of the south line of said Lot 6 as measured along said parallel line); thence north along said line 18.24 feet west of and parallel with the east line of said Lot 6, a distance of 66.21 feet to a point in the north line of said Lot 6; thence east along the north line of said Lot 6, a distance of 18.00 feet to the point of beginning", said public alley herein vacated being further described as the north/south 18.0 foot public alley (increasing to a 40.16 foot public alley at the southern terminus of said north/south 18.0 foot public alley) in the block bounded by West Hubbard Street, West Kinzie Street, North Clark Street and North Dearborn Street as colored in red and indicated by the words "To Be Vacated" on the drawing hereto attached, which drawing for greater certainty, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, The LaSalle National Trust, N.A., as Trustee, Trust Number 118614 shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owner of the property abutting said public alley hereby vacated, the sum of One Hundred Eighty-seven Thousand and no/100 Dollars ($187,000.00), which sum in the judgment of this body will be equal to such benefit and further, shall within ninety (90) days after the passage of this ordinance, deposit in the City Treasury of the City of Chicago a sum sufficient to defray the costs of removing paving and curb returns and constructing sidewalk and curb across the entrance to the public alley hereby vacated, similar to the sidewalk and curb in West Hubbard Street lying between North Clark Street and North Dearborn Street.

SECTION 3. The vacation herein provided for is made upon the express condition that within ninety (90) days after the passage of this ordinance, The LaSalle National Trust, N.A., as Trustee, Trust Number 118614 shall file or cause to be filed for record in the Office of the Recorder of Deeds of Cook County, Illinois, a certified copy of this ordinance, together with an attached drawing approved by the Superintendent of Maps.

SECTION 4. This ordinance shall take effect and be in force from and after its passage.

[Drawing referred to in this ordinance printed on page 62934 of this Journal.]

Ordinance associated with this drawing printed on pages 62932 through 62933 of this Journal.

"A"

Wolcott's Addition to Chicago in the E. 1/2 of the N.E. 1/4 of Sec. 9-39-14.

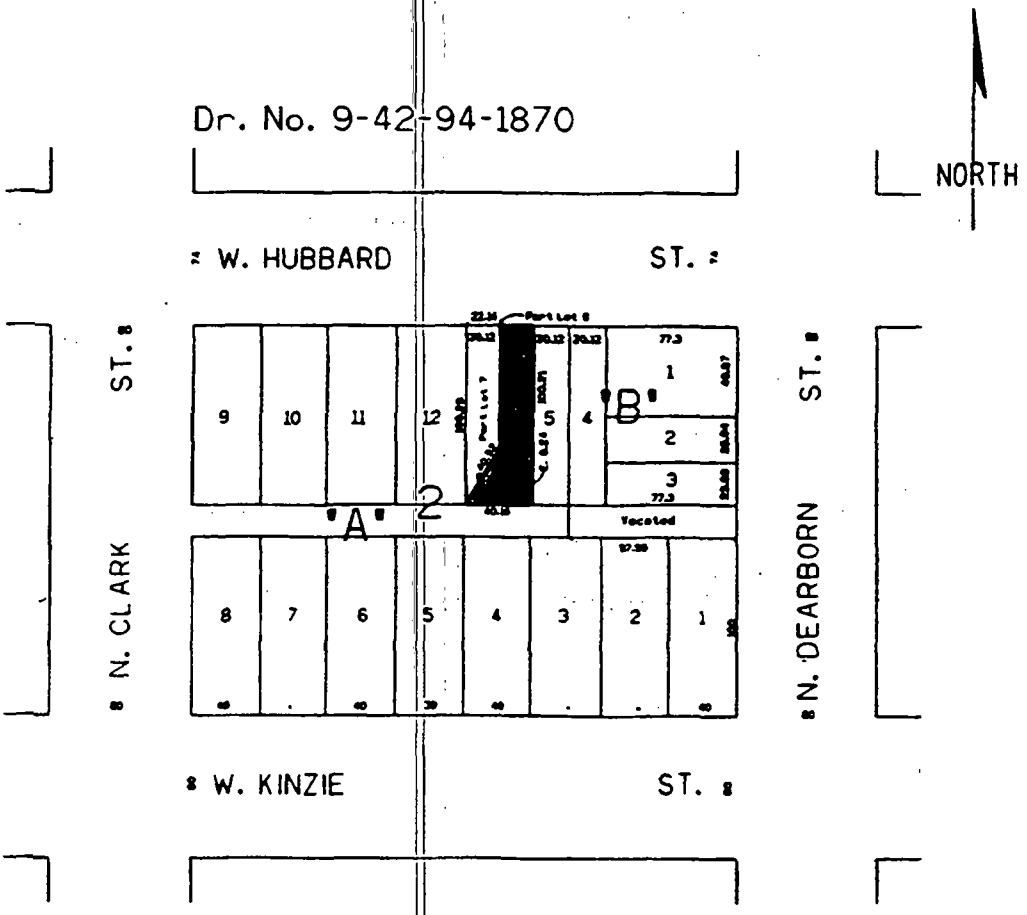
"B"

Assessor's Division of Lots 13, 14, 15, and 16 in Blk. 2 in Wolcott's Addition (See "A").

"C"

Dedicated as Public Alley by Ordinance Passed July 13, 1988.

Rec. Oct. 7, 1988 Doc. No. 88463997



PROHIBITION OF PEDDLING WITHIN SPECIFIED AREAS OF FORTY-SECOND WARD.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1994.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith prohibiting peddling of any merchandise or any other article or thing whatsoever, at any time, within various areas of the 42nd Ward. This ordinance was referred to the committee on November 2, 1994.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Title 4, Section 4-244-140 of the Municipal Code of Chicago, peddling is hereby prohibited in the following areas:

East Illinois Street, from North Michigan Avenue to North Lake Shore Drive;

East Grand Avenue, from North Michigan Avenue to North Lake Shore Drive;

North McClurg Court, from the Chicago River to East Superior Street; and

North Columbus Drive, from the Chicago River to East Superior Street.

SECTION 2. This ordinance shall be in full force and effect from and after passage and due publication.

AUTHORIZATION FOR CONSTRUCTION OF CUL-DE-SACS AT SPECIFIED LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1994.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith (referred on November 2 and 16, 1994) authorizing and directing the Commissioner of Transportation to construct cul-de-sacs at various locations.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

South Oak Park Avenue, South Of West 51st Street.

WHEREAS, The residents of the 5100 block of South Oak Park Avenue have requested that a cul-de-sac be constructed at the intersection of West 51st Street and South Oak Park Avenue; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to construct a cul-de-sac at the following location:

South Oak Park Avenue, south of West 51st Street.

SECTION 2. This ordinance shall take effect upon its passage and publication.

West 94th Street, Mid-Block Between South Claremont Avenue And South Western Avenue.

WHEREAS, The residents of the 2300 block of West 94th Street have requested that a cul-de-sac be constructed at the intersection of West 94th Street and South Claremont Avenue; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to construct a cul-de-sac at the following location:

On West 94th Street, mid-block between South Claremont Avenue and South Western Avenue.

SECTION 2. This ordinance shall take effect upon its passage and publication.

CONSIDERATION FOR CURB CUT IN CROSSWALK AT 5607 SOUTH WABASH AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1994.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way, begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith authorizing and directing the Commissioner of Transportation to install a curb cut to accommodate a wheelchair at the crosswalk in front of the premises located at 5607 South Wabash Avenue. This order was referred to the committee on November 16, 1994.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to affecting a curb cut (to accommodate a wheelchair) at the crosswalk in front of the premises located at 5607 South Wabash Avenue.

AUTHORIZATION FOR EXEMPTION OF SUNDRY APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES AT SPECIFIED LOCATIONS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1994.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith authorizing and directing the Commissioner of Transportation to exempt sundry applicants from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at various locations. These ordinances were referred to the committee on November 2, 10 and 16, 1994.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Said ordinances, as passed, read as follows (the italic heading in each case not being a part of the ordinance):

Amaghetti's Bakery.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Amaghetti's Bakery of 6574 North Sheridan Road, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 6574 North Sheridan Road.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. Jeff Berger.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Jeff Berger (Trust No. 102955-09/American National Bank), 2001 North Hoyne Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facility adjacent thereto.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and due publication.

Mr. Gilberto Chavarria.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Gilberto Chavarria, 2109 South Ashland Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facility at 2109 South Ashland Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Mr. Bruce Fogelson.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Bruce Fogelson, 2800 North Greenview Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facility adjacent thereto.

SECTION 2. This ordinance shall take effect and be in force upon its passage and due publication.

Mr. Kimon S. Gabrielatos.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Kimon S. Gabrielatos of 1717 North Ashland Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facility adjacent thereto.

SECTION 2. This ordinance shall take effect and be in force upon its passage and due publication.

Goodman Realty Group, Inc.
(941 -- 945 West George Street)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Goodman Realty Group, Inc., 2835 North Sheffield Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at 941 -- 945 West George Street.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Goodman Realty Group, Inc.
(940 -- 948 West Wolfram Street)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Goodman Realty Group, Inc., 2835 North Sheffield Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at 940 -- 948 West Wolfram Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Mr. Keith Kissner/Kissner Company.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Keith Kissner, Kissner Company, 1528 North Halsted Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at 701 -- 709 West Belden Avenue.

SECTION 2. This ordinance shall take effect upon its passage and due publication.

Mr. Lazaro Nordarse.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Lazaro Nordarse of 2654 West Division Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 2654 West Division Street.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Ogden Partners, Inc.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 10-20-210 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Ogden Partners, Inc., 415 North LaSalle Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 1125 -- 1141 West Newport Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

AUTHORIZATION FOR STANDARDIZATION OF PORTION OF EAST 74TH STREET AS "REVEREND DR. GEORGE L. BLACKWELL DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1994.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate East 74th Street, from South Cottage Grove Avenue to South Evans Avenue, as "Reverend Dr. George L. Blackwell Drive". This ordinance was referred to the committee on November 2, 1994.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council allowing erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of East 74th Street, between South Cottage Grove Avenue and South Evans Avenue, as "Reverend Dr. George L. Blackwell Drive".

SECTION 2. This ordinance shall take effect upon its passage and due publication.

AUTHORIZATION FOR STANDARDIZATION OF PORTION OF WEST ROSEMONT AVENUE AS "IRA COLITZ WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1994.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate West Rosemont Avenue, from North Mozart Street to North California Avenue, as "Ira Colitz Way". This ordinance was referred to the committee on November 2, 1994.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That pursuant to an ordinance heretofore passed by the City Council which authorizes erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of West Rosemont Avenue, from North Mozart Street to North California Avenue, as "Ira Colitz Way".

SECTION 2. This ordinance shall take effect upon its passage and due publication.

AUTHORIZATION FOR STANDARDIZATION OF PORTION OF SOUTH LEAVITT STREET AS "RAYMOND GATES STREET".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1994.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate South Leavitt Street, from West Jackson Boulevard to West Van Buren Street, as "Raymond Gates Street". This ordinance was referred to the committee on November 2, 1994.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That pursuant to an ordinance passed by the City Council on December 3, 1984 and appearing on pages 11459 and 11460 of the Journal of Proceedings of the City Council of that date, authorizing erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of South Leavitt Street, between West Jackson Boulevard and West Van Buren Street, as "Raymond Gates Street".

SECTION 2. This ordinance shall be in full force and effect from and after its date of passage and due publication.

AUTHORIZATION FOR STANDARDIZATION OF PORTION OF SPECIFIED PUBLIC ALLEY AS "JORDAN ADAM HASSE WAY".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29,1994.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate the first east/west alley north of West Delaware Place, from North LaSalle Street to the first north/south alley east thereof, as "Jordan Adam Hasse Way". This ordinance was referred to the committee on November 16, 1994.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That pursuant to an ordinance passed by the City Council of the City of Chicago on the third day of December, 1984, printed on pages 11459 and 11460 of the Council Journal of Proceedings of said date, which authorizes the erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for the standardization of the first east/west alley north of West Delaware Place, between North LaSalle Street and the first north/south alley east thereof, as "Jordan Adam Hasse Way".

SECTION 2. This ordinance shall be in full force and effect from and after its passage and publication.

AUTHORIZATION FOR STANDARDIZATION OF PORTION OF WEST BYRON STREET AS "CHARLES A. KARAVICH DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1994.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate West Byron Street, from North Avondale Avenue to North Tripp Avenue, as "Charles A. Karavich Drive". This ordinance was referred to the committee on November 10, 1994.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council which authorizes erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of West Byron Street, from North Avondale Avenue to North Tripp Avenue, as "Charles A. Karavich Drive".

SECTION 2. This ordinance shall take effect upon its passage and publication.

AUTHORIZATION FOR STANDARDIZATION OF PORTION OF SOUTH HOYNE AVENUE AS "A. PHILIP RANDOLPH DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1994.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate South Hoyne Avenue, from West 73rd Street to the Penn Railroad crossing, as "A. Philip Randolph Drive". This ordinance was referred to the committee on November 2, 1994.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Asa Philip Randolph (1889 -- 1979) was an impressive leader with a widely recognized history as a pioneer in civil rights and an outstanding labor organizer and leader whose rich, productive ninety years on this earth continues to inspire African Americans everywhere; and

WHEREAS, The Chicago Public School System's A. Philip Randolph Magnet School is located at 7316 South Hoyne Avenue; its students, staff and community are desirous of a street-name designation for A. Philip Randolph along that segment of South Hoyne Avenue; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That pursuant to an ordinance passed December 3, 1984, and appearing on pages 11459 and 11460 of the Journal of Proceedings of the City Council of said date, authorizing the erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary steps toward standardization of that portion of South Hoyne Avenue which lies between West 73rd Street and the Penn Railroad crossing, as "A. Philip Randolph Drive".

SECTION 2. This ordinance shall be in full force and effect from and after its date of passage and due publication.

AUTHORIZATION FOR STANDARDIZATION OF PORTION OF SOUTH STATE STREET AS "REVEREND RAYMOND G. WARD DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1994.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate South State Street, from West 113th Street to West 114th Street, as "Reverend Raymond G. Ward Drive". This ordinance was referred to the committee on November 2, 1994.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council which authorizes erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for standardization of South State Street, between West 113th Street and West 114th Street, as "Reverend Raymond G. Ward Drive".

SECTION 2. This ordinance shall take effect upon its passage and due publication.

AUTHORIZATION FOR STANDARDIZATION OF PORTION OF SOUTH LEAVITT STREET AS "SERGEANT EUGENE WILLIAMS STREET".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1994.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate South Leavitt Street, from West Madison Street to West Jackson Boulevard, as "Sergeant Eugene Williams Street". This ordinance was referred to the committee on November 2, 1994.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That pursuant to an ordinance passed on December 3, 1984, and appearing on pages 11459 and 11460 of the Journal of Proceedings of the City Council of that date, authorizing erection of honorary street name signs, the Commissioner of Transportation shall take the necessary action for standardization of that portion of South Leavitt Street, between West Madison Street and West Jackson Boulevard, as "Sergeant Eugene Williams Street".

SECTION 2. This ordinance shall be in full force and effect from and after its date of passage and due publication.

AUTHORIZATION FOR HONORARY DESIGNATION OF PORTION OF NORTH MARION COURT AS "REVEREND WILLIE L. HUDSON, D. D. DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1994.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate North Marion Court, from West Division Street to West Ellen Street, as "Reverend Willie L. Hudson, D. D. Drive". This order was referred to the committee on November 2, 1994.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to honorarily designate North Marion Court, from West Division Street to West Ellen Street, memorializing the street to "Reverend Willie L. Hudson, D. D. Drive".

CONSIDERATION FOR HONORARY DESIGNATION OF PORTION OF EAST 113TH STREET AS "REVEREND O. B. DUNSON STREET".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1994.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate East 113th Street, from South Michigan Avenue to South Indiana Avenue, as "Reverend O. B. Dunson Street". This order was referred to the committee on November 16, 1994.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to honorarily designate East 113th Street, from South Michigan Avenue to South Indiana Avenue, memorializing the street to "Reverend O. B. Dunson Street".

CONSIDERATION FOR HONORARY DESIGNATION OF PORTION OF EAST 91ST STREET AS "SAINT JOACHIM DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1994.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate East 91st Street, from South St. Lawrence Avenue to South Cottage Grove Avenue, as "Saint Joachim Drive". This order was referred to the committee on November 2, 1994.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to honorarily designate East 91st Street, from South St. Lawrence Avenue to South Cottage Grove Avenue, memorializing the street to "Saint Joachim Drive".

CONSIDERATION FOR HONORARY DESIGNATION OF PORTION OF EAST 91ST PLACE AS "FLOREZEL L. PORTER, JR. DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1994.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate East 91st Place, from South Langley Avenue to South St. Lawrence Avenue, as "Florezel L. Porter, Jr. Drive". This order was referred to the committee on November 2, 1994.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to honorarily designate East 91st Place, from South Langley Avenue to South St. Lawrence Avenue, memorializing the street to "Florezel L. Porter, Jr. Drive".

CONSIDERATION FOR HONORARY DESIGNATION OF PORTION OF WEST IRVING PARK ROAD AS "DR. JOSE G. RIZAL AVENUE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1994.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate West Irving Park Road, from North Clark Street to North Southport Avenue, as "Dr. Jose G. Rizal Avenue". This order was referred to the committee on November 2, 1994.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to honorarily designate West Irving Park Road, from North Clark Street to North Southport Avenue, memorializing the street to "Dr. Jose G. Rizal Avenue".

CONSIDERATION FOR HONORARY DESIGNATION OF PORTION OF WEST EXCHANGE AVENUE AS "ROBERT SIM DRIVE".

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1994.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body *Pass* the proposed order transmitted herewith authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate West Exchange Avenue, from South Halsted Street to South Morgan Street, as "Robert Sim Drive". This order was referred to the committee on November 2, 1994.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

Ordered, That the Commissioner of Transportation is hereby authorized and directed to give consideration to honorarily designate West Exchange Avenue, from South Halsted Street to South Morgan Street, as "Robert Sim Drive".

Re-Referred -- AMENDMENT OF OFFICIAL SCHOOL ZONE PARKING ORDINANCE EFFECTING PORTIONS OF WEST SCHUBERT AVENUE, NORTH LAWNDALE AVENUE AND NORTH MONTICELLO AVENUE.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, November 29, 1994.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to recommend that Your Honorable Body pass an ordinance amending the Official School Zone Parking Ordinance on West Schubert, North Lawndale and North Monticello Avenues to read "No Parking, 8:00 A.M. to 4:30 P.M." until the school annex is completed. Said ordinance shall be *Re-Referred to the Committee on Traffic Control and Safety.* This ordinance was referred to the committee on November 2, 1994.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) PATRICK M. HUELS,
Chairman.

On motion of Alderman Huels, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report was *Re-Referred to the Committee on Traffic Control and Safety* by yeas and nays, as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

COMMITTEE ON ZONING.

AUTHORIZATION FOR RECLASSIFICATION OF AREA SHOWN ON MAP NUMBER 20-F.
(As Amended)

The Committee on Zoning submitted the following report:

CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Reporting for your Committee on Zoning, for which a meeting was held on November 1, 1994, I beg leave to recommend that Your Honorable Body *Pass* the ordinance transmitted herewith to amend the Chicago Zoning Ordinance for the purpose of reclassifying the particular area.

I beg leave to recommend the passage of one ordinance which was corrected and amended in its corrected form. It is Application Number 11366.

Please let the record reflect that I have abstained from voting on Application Number 11366 under the provisions of Rule 14.

At this time, I, move that this report pass immediately because time is of the essence. Again, I abstain from voting under the provisions of Rule 14.

Respectfully submitted,

(Signed) WILLIAM J. P. BANKS,
Chairman.

On motion of Alderman Banks, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

Alderman Banks was excused from voting under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-2 General Manufacturing District symbols and indications as shown on Map No. 20-F in the area bounded by:

a line 1,671.35 feet north of West 87th Street; the westerly right-of-way line of South Wentworth Avenue or the line thereof if extended where no street exists; West 87th Street; a line 428 feet west of the westerly right-of-way line of South Wentworth Avenue or the line thereof if extended where no street exists; a line from a point 974.09 feet north of West 87th Street and 428 feet west of the westerly right-of-way line of South Wentworth Avenue or the line thereof if extended where no street exists to a point 1,259 feet north of West 87th Street and 390 feet west of the westerly right-of-way line of South Wentworth Avenue or the line thereof if extended where no street exists, to be connected by a line with an arc of 311.71 feet and a chord length of 306.44 feet; a line from a point 1,259 feet north of West 87th Street and 390 feet west of the westerly

right-of-way line of South Wentworth Avenue or the line thereof if extended where no street exists, to a point 1,337.35 feet north of West 87th Street and 205 feet west of the westerly right-of-way line of South Wentworth Avenue or the line thereof if extended where no street exists; a line from a point 1,337.35 feet north of West 87th Street and 205 feet west of the westerly right-of-way line of South Wentworth Avenue or the line thereof if extended where no street exists, to a point 1,671.35 feet north of West 87th Street and 32.68 feet west of the westerly right-of-way line of South Wentworth Avenue or the line thereof if extended where no street exists, to be connected by a line with a chord length of 324.85 feet and an arc of 337.506 feet; and a line 1,671.35 feet north of West 87th Street (point of beginning),

to those of a C3-1 Commercial-Manufacturing District and a corresponding use district is hereby established in the area above described.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the C3-1 Commercial Manufacturing District symbols and indications established in Section 1 above to the designation of a Business Planned Development which is hereby established in the above described area, subject to such use and bulk regulations as are set forth in the Plan of Development attached hereto and made a part thereof and to no others.

SECTION 3. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Business Planned Development No. _____.

Plan Of Development

Statements.

1. The area delineated herein as Business Planned Development consists of approximately 596,199 square feet (13.69 acres) and is owned or controlled by the Applicant, Home Depot U.S.A., Inc..

2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees, or grantees. Any dedication or vacation of streets or alleys, or easements, or adjustments of right-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the Applicant

or its successors, assignees, or grantees and approval by the City Council.

3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal title holders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal title holder or any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property and any ground lessors. Nothing herein shall be construed to mean that any individual owner, or any ground lessors, of the Property or any portion thereof is relieved of obligations imposed hereunder or rights granted herein or is not subject to City action pursuant to this Planned Development. In addition, nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property or any rights, interests or obligations therein. Upon any alienation, sale or any other transfer of all or any portion of the Property or the rights therein, except any assignment or transfer of rights pursuant to a mortgage or otherwise as collateral for any indebtedness, and solely with respect to the portion of the Property so transferred, the term Applicant shall be deemed amended to apply to the transferee thereof (and its beneficiaries if such transferee is a land trust) and the seller or transferor thereof (and its beneficiaries if such seller or transferor is a land trust) shall thereafter be released from any and all obligations or liability hereunder.

4. This Plan of Development consists of thirteen statements; an Existing Zoning Map; a Planned Development Boundary and Property Line Map; a Generalized Land-Use Map; a Bulk Regulations and Data Table; and a Site Plan, Landscape Plan and Building Elevation and Pylon Sign Elevation prepared by Warman Olsen Warman Ltd., dated October 20, 1994. Full-size sets of the Site Plan, Landscape Plan and Elevation Plans are on file with the Department of Planning and Development. The Planned Development is applicable to the area delineated hereto and these and no other zoning controls shall apply. The Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements

thereof, and satisfies the established criteria for approval as a Planned Development.

5. The following uses shall be permitted within the area delineated herein as "Business Planned Development": all uses permitted in the C3-1 Commercial Manufacturing District, except dwelling units and lodging rooms; hotels and motels; adult uses; automobile, battery and tire stations (unless said uses are ancillary to a primary retail use); and crematories, which shall not be permitted.

6. Identification signs shall be permitted within the Planned Development subject to the review and approval of the Commissioner of the Department of Planning and Development. Only one (1) pylon sign shall be permitted within the Planned Development in general conformance with the Building Elevation and Pylon Sign Elevation Plan attached hereto. Temporary signs, such as construction and marketing signs, shall be permitted, subject to the review and approval of the Commissioner of the Department of Planning and Development.

7. Any service drives or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Transportation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such emergency areas. Ingress and egress shall be subject to the review and approval of the Department of Transportation, Bureau of Traffic Engineering and Operations and of the Commissioner of the Department of Planning and Development. Prior to the occupancy of any structure constructed pursuant to this Planned Development and conditioned upon receipt of the requisite permits and approvals, the Applicant shall contribute its proportionate share of the cost to provide (1) traffic signalization at the western driveway, (2) an eastbound to northbound left-turn lane at the western driveway, and (3) a continuous right-turn lane along the property's frontage on 87th Street.

8. Height restriction of any building or any appurtenance thereto shall, in addition to the Table of Use and Bulk Regulations, be subject to:

   a. Height limitations as certified on Form FAA-117 or successor forms involved in the same subject matter and approved by the Federal Aviation Administration; and

   b. Airport zoning regulations as established by the Department of Planning and Development, Department of Aviation and Department of Law, and approved by the City Council.

9. For purposes of Floor Area Ratio (F.A.R.) calculations, the definitions in the Chicago Zoning Ordinance shall apply.

10. The improvements in the Property shall be designed, installed and maintained in general conformance with the Site Plan, Landscape Plan and Building Elevation and Pylon Sign Elevation Plan dated October 20, 1994. The landscaping (including street trees in the adjacent right-of-way) shall be designed, installed and maintained in general conformance with the Landscape Plan dated October 20, 1994 and in accordance with the parkway tree provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines.

11. The terms, conditions and exhibits of this Planned Development Ordinance may be modified administratively by the Commissioner of the Department of Planning and Development, upon the application for such a modification by the Applicant and after a determination by the Commissioner of the Department of Planning and Development that such a modification is minor and consistent with the nature of the improvements contemplated in this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of this statement by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

12. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with the most current energy efficiency standards published by the American Society of Heating, Refrigerating and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S."). Copies of these standards may be obtained from the Department of Planning and Development.

13. Unless substantial construction has commenced within ten (10) years following adoption of this Planned Development, and unless completion is thereafter diligently pursued, then this Planned Development shall expire; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all Planned Developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided by said Amendatory Ordinance (the first day of which as applied to this

Planned Development shall be the effective date of the Amendatory Ordinance). If this Planned Development expires under the provisions of this section, then the zoning of the property shall automatically revert to that of a C3-1 Commercial-Manufacturing District.

[Existing Zoning Map; Planned Development Boundary and Property Line Map; Generalized Land-Use Map; Site Plan; Landscape Plan; and Building Elevation and Pylon Sign Elevation Drawings referred to in these Plan of Development Statements printed on pages 62972 through 62977 of this Journal.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Business Planned Development No. _____.

Bulk Regulations And Data Table.

Net Site Area Square Feet/Acres	Maximum Floor Area Ratio	Maximum Percent Of Site Coverage
596,199/13.69	0.25	See Site Plan

Gross Site Area, 610,906 square feet (14.03 acres) = Net Site Area, 596,199 square feet (13.69 acres) + Area in Public Right-of-Way, 14,707 square feet (0.34 acres).

Maximum Floor Area Ratio for Total Net Site Area:	0.25.
Minimum Number of Off-Street Parking Spaces:	605 (including 2% handicapped).

Minimum Number of Off-Street Loading Berths Required for Commercial Building:	Four (4) at ten (10) feet, zero (0) inches by fifty (50) feet, zero (0) inches.
Maximum Percent of Site Coverage:	In accordance with the Site Plan.
Minimum Required Building Setbacks:	In accordance with the Site Plan.
Maximum Permitted Building Height:	In accordance with the Elevation Plans.

JOINT COMMITTEE.

COMMITTEE ON FINANCE.

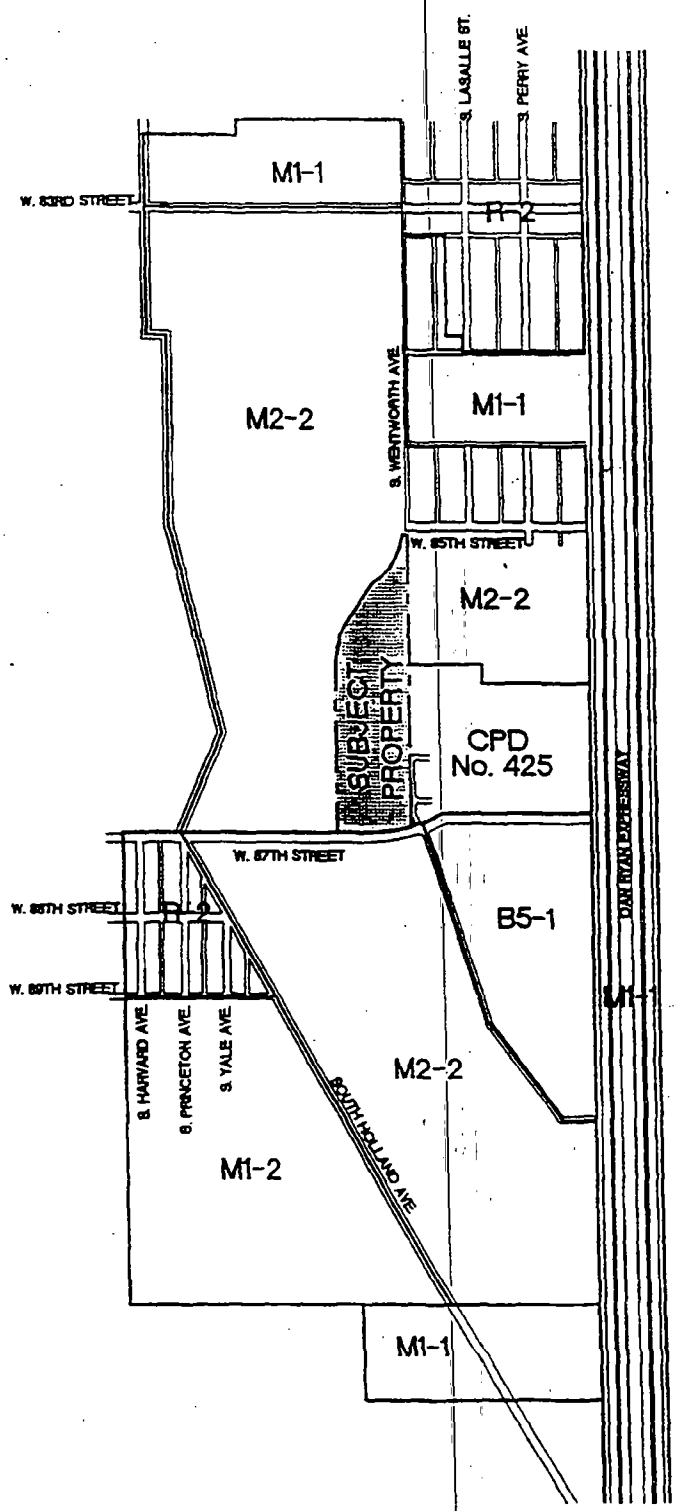
COMMITTEE ON EDUCATION.

Action Deferred -- 1994 TAX LEVY FOR COMMUNITY COLLEGE DISTRICT NUMBER 508.

A Joint Committee, composed of the members of the Committee on Finance and the members of the Committee on Education, submitted the following report which was, on motion of Alderman Streeter, Alderman Murphy and Alderman Giles, *Deferred* and ordered published:

(Continued on page 62978)

Existing Zoning Map.

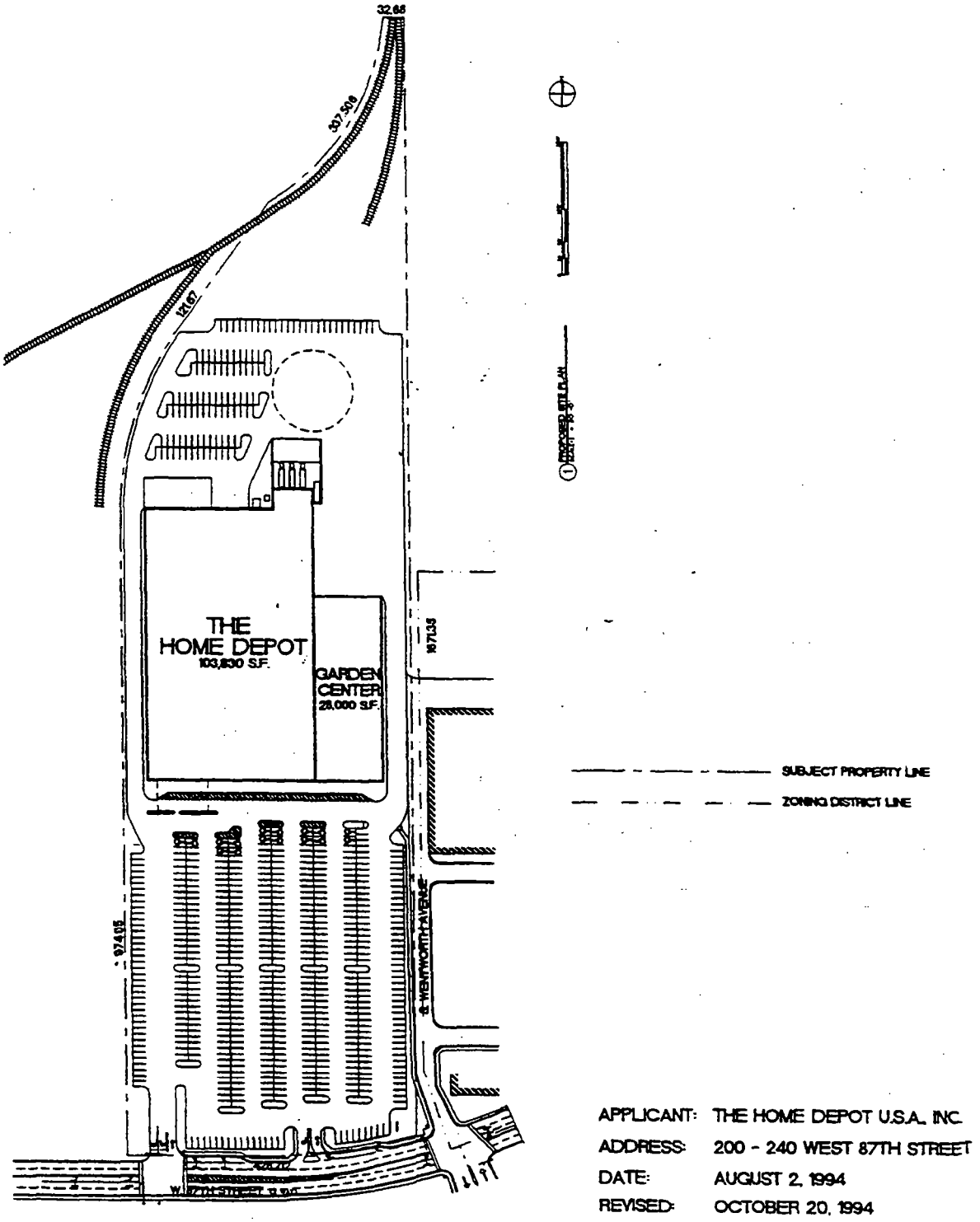


LEGEND

R-2	SINGLE FAMILY RESIDENCE DISTRICT
B5-1	GENERAL SERVICE BUSINESS DISTRICT
M1-1	RESTRICTED MANUFACTURING DISTRICT
M1-2	RESTRICTED MANUFACTURING DISTRICT
M2-2	GENERAL MANUFACTURING DISTRICT
CPD No. 425	COMMERCIAL, PLANNED DEVELOPMENT

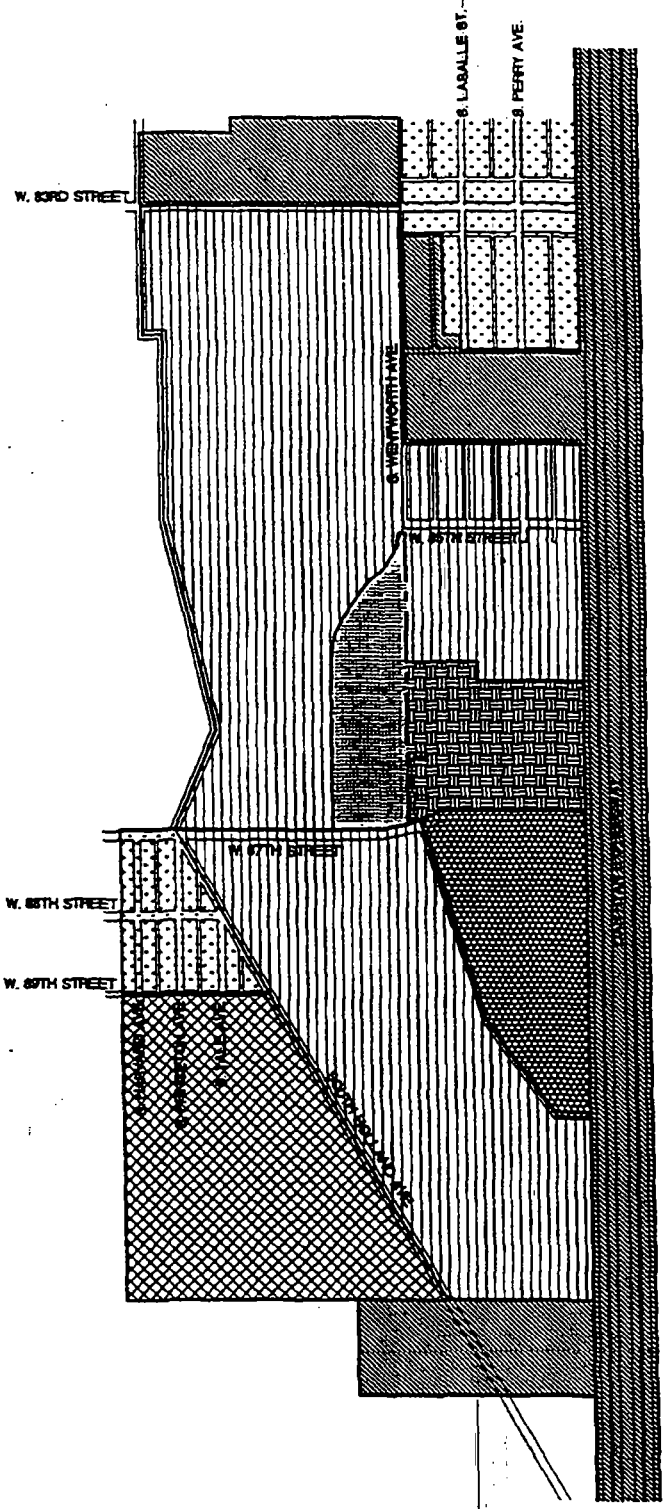
APPLICANT: THE HOME DEPOT U.S.A., INC.
ADDRESS: 200 - 240 WEST 87TH STREET
DATE: AUGUST 2, 1994
REVISED: OCTOBER 20, 1994

Planned Development Boundary
And Property Line Map.



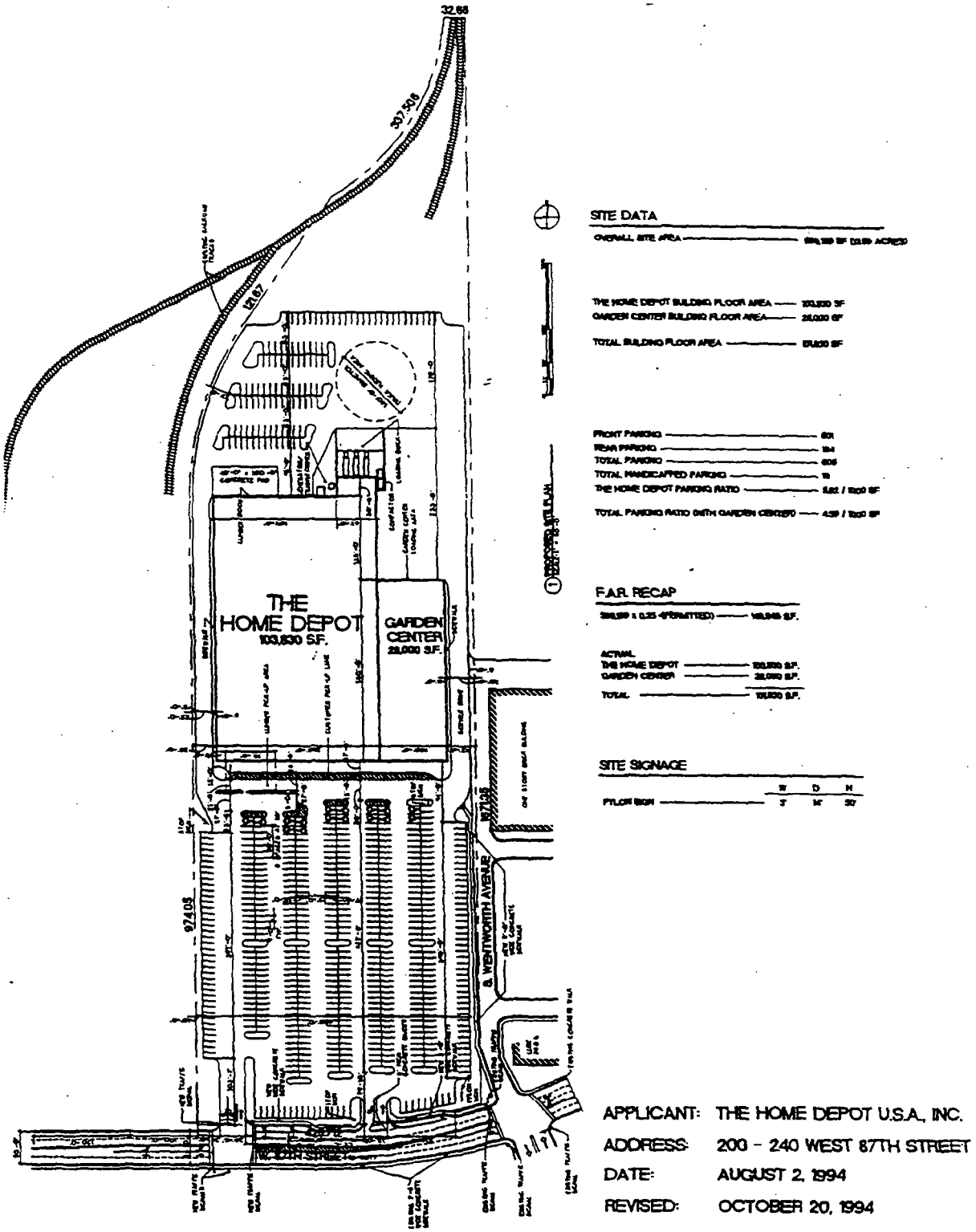
APPLICANT: THE HOME DEPOT U.S.A. INC.
ADDRESS: 200 - 240 WEST 87TH STREET
DATE: AUGUST 2, 1994
REVISED: OCTOBER 20, 1994

Generalized Land-Use Map.

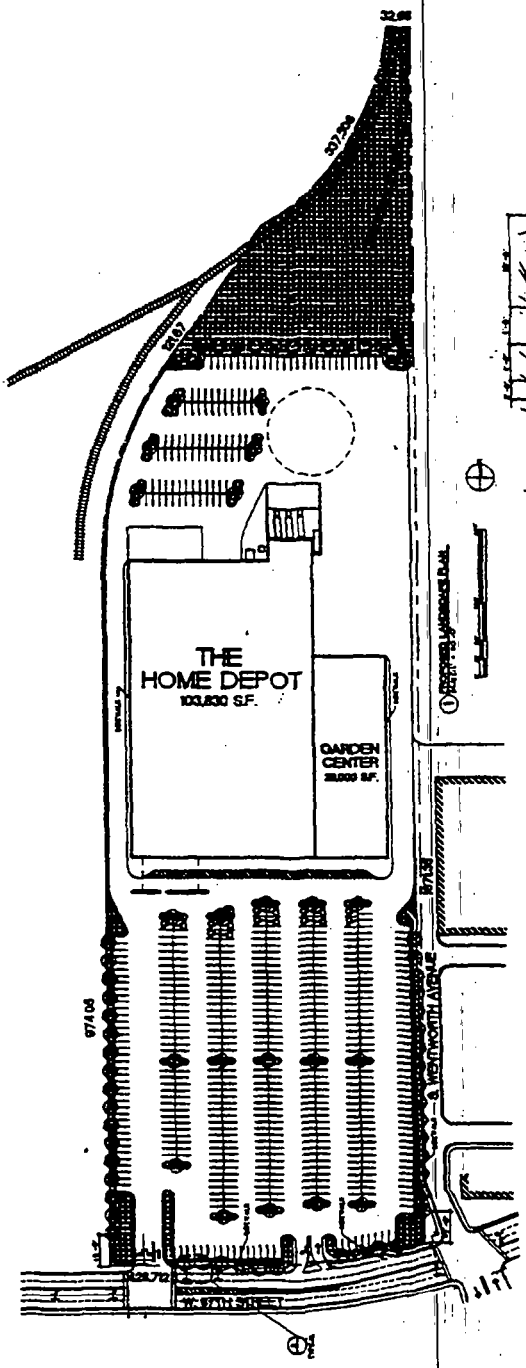


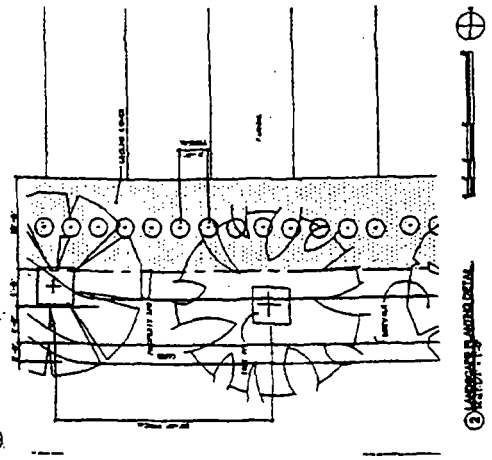
APPLICANT: THE HOME DEPOT U.S.A., INC.
ADDRESS: 200 - 240 WEST 87TH STREET
DATE: AUGUST 2, 1994
REVISED: OCTOBER 20, 1994

Site Plan.


THE HOME DEPOT
103,830 S.F.
GARDEN CENTER
28,000 S.F.
SITE DATA
F.A.R. RECAP
SITE SIGNAGE
APPLICANT: THE HOME DEPOT U.S.A., INC.
ADDRESS: 200 - 240 WEST 87TH STREET
DATE: AUGUST 2, 1994
REVISED: OCTOBER 20, 1994

Landscape Plan.



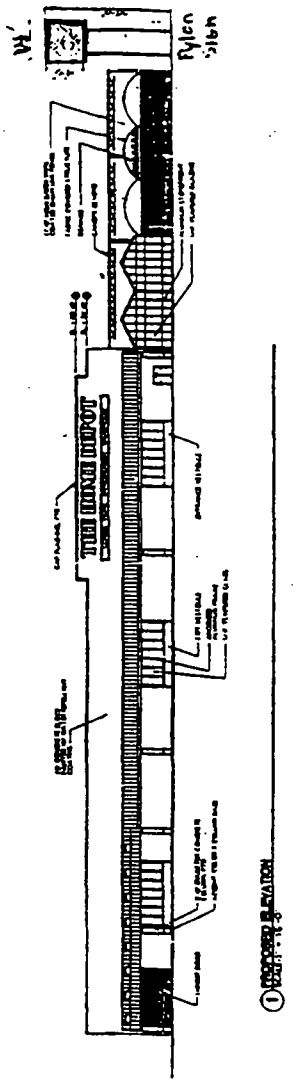


LANDSCAPE PLAN IN COMPLIANCE WITH 5% CODE
REQUIRED LANDSCAPING ORDINANCE

PLANTING SCHEDULE

APPLICANT: THE HOME DEPOT U.S.A., INC.
ADDRESS: 200 - 240 WEST 87TH STREET
DATE: SEPTEMBER 30, 1994
REVISED: OCTOBER 20, 1994

Building Elevation And
Pylon Sign Elevation.



APPLICANT: THE HOME DEPOT U.S.A., INC.
ADDRESS: 200 - 240 WEST 87TH STREET
DATE: SEPTEMBER 30, 1994
REVISED: OCTOBER 20, 1994

(Continued from page 62971)

CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Your Joint Committee on Finance and Education, having had under consideration a resolution from the Board of Trustees of Community College District No. 508 concerning the tax levy requirements for the year 1995, in the amount of $75,352,805, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by twelve (12) members of the committee, with seven (7) dissenting votes.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Committee on Finance,
Chairman.

(Signed) PATRICK J. O'CONNOR,
Committee on Education,
Chairman.

The following is said ordinance transmitted with the foregoing committee report:

WHEREAS, Pursuant to provisions of Section 7-8 of the Public Community College Act, as amended, of the State of Illinois, the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, at a special meeting held September 27, 1994, duly adopted the Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1995, in and by which the Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1995, the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, appropriated such sums of money as are required to defray all of its estimated expenses and liabilities to

be paid or incurred during the fiscal year commencing July 1, 1994, and ending June 30, 1995; and

WHEREAS, Pursuant to provisions of Section 7-9 of the Public Community College Act, as amended, of the State of Illinois, said Annual Budgets set forth estimates, by classes, of all current assets and liabilities of each fund of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, as of the beginning of the fiscal year, and the amounts of those assets estimated to be available for appropriation in that year, either for expenditures or charges to be made or incurred during that year or for liabilities unpaid at the beginning thereof; and said Annual Budgets set forth detailed estimates of all taxes to be levied for the year, which estimates of taxes to be levied during the fiscal year for educational and operation and maintenance of facilities purposes do not exceed the sum equivalent to the product of the value of the taxable property in the district, as ascertained by the last assessment for State and County taxes previous to the passage of the budget, multiplied by the maximum percent or rate of tax which the corporate authorities of the City are authorized by law to levy for the current fiscal year for those purposes; and said Annual Budgets set forth detailed estimates of all current revenues derived from taxes and from sources other than taxes, including State and Federal contributions, rents, fees, perquisites, and all other types of revenue, which will be applicable to expenditures or charges to be made or incurred during that year; such estimates are segregated and classified as to funds and in such other manner as to give effect to the requirements of law relating to the respective purposes to which the assets and taxes and other current revenues are applicable; and

WHEREAS, Pursuant to provisions of Section 7-10 of the Public Community College Act, as amended, of the State of Illinois, said Annual Budgets specify the organizational unit, fund, activity, and object to which an appropriation is applicable, as well as the amount of such appropriation, and include appropriations for all estimated current expenditures or charges to be made or incurred during that fiscal year including interest to accrue on tax anticipation warrants and temporary loans; all final judgments, including accrued interest thereon, entered against the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and unpaid at the beginning of that fiscal year; any amount for which the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, is required under the Public Community College Act, as amended, of the State of Illinois, to reimburse the working cash fund from the educational purposes fund and the operations and maintenance fund; all other estimated liabilities

including the principal of all tax anticipation warrants and all temporary loans and all accrued interest thereon, incurred during prior years and unpaid at the beginning of that fiscal year; and an amount or amounts estimated to be sufficient to cover the loss and cost of collecting taxes levied for the fiscal year and also deferred collections thereof and abatements in the amounts of those taxes as extended upon the Collector's books; and

WHEREAS, Pursuant to provisions of Section 7-11 of the Public Community College Act, as amended, of the State of Illinois, said Annual Budgets were prepared in tentative form by the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and in that form were made available for public inspection for at least ten (10) days prior to final action thereon, by having at least five (5) copies thereof on file in the office of the Secretary of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and not less than one week after those copies were placed on file and prior to final action thereon, the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, held a public hearing thereon, of which notice was given by publication in a newspaper published and having general circulation in the district at least one week prior to the time of the hearing; and

WHEREAS, Pursuant to provisions of Section 4 of The Truth in Taxation Act, as amended, of the State of Illinois, the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, did, by resolution adopted at its regular meeting on September 1, 1994, which date was not less than twenty (20) days prior to the adoption of its aggregate levy, on September 27, 1994, determine the amounts of money estimated to be necessary to be raised by taxation for the year 1994, upon the taxable property in Community College District No. 508, County of Cook and State of Illinois, exclusive of any portion of that levy attributable to the costs of conducting an election required by the general election law, hereafter referred to as "election costs", which amounts of money constitute the aggregate levy of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, exclusive of election costs, for the year 1994, which resolution is in words and figures as follows:

"Board Of Trustees Of Community College District No. 508

County Of Cook And State Of Illinois.

"Resolution:

Determine The Amount Of Taxes Necessary To Be Levied

For The Levy Year 1993.

"Whereas, The Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, estimates that the amounts of money necessary to be raised by taxation for the year 1994 upon the taxable property in Community College District No. 508, County of Cook and State of Illinois, exclusive of any portion of the aggregate levy for the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, attributable to the cost of conducting an election required by the general election law, which portion is hereinafter referred to as "election costs", and which amounts of money constitute the aggregate levy for the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, exclusive of election costs, for the year 1994, are equal in total to the amount of $75,352,805.00; and

"Whereas, The Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, estimates that the amount of property taxes to be extended for the aggregate levy for the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, exclusive of election costs, for the year 1993, is $72,635,724.00; and

"Whereas, The amounts heretofore or estimated to be levied and to be extended for the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the years 1993 and 1994 for the purpose of providing monies for the payment of the annual rentals under the terms of the leases entered into by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and the Public Building Commission of Chicago, which amounts are not included in the aggregate levies for the years 1993 and 1994 heretofore set forth, are as follows:

Tax Year	For The Payment Of Public Building Commission Rentals	Total
1993	$36,353,510.00	$36,353,510.00
1994	$36,361,516.00	$36,361,516.00

; and

"Whereas, The amount of the aggregate levy for the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, exclusive of election costs, estimated by the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, to be necessary to be raised by taxation for the year 1994 upon the taxable property in Community College District No. 508, County of Cook and State of Illinois, which amount is $75,352,805.00, is equal to approximately 103.74 percent of the amount of property taxes estimated by the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, to be extended for the aggregate levy for the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, exclusive of election costs, for the year 1993, which amount is $72,635,724.00; now, therefore,

"Be It Resolved, That pursuant to provisions of Section 4 of The Truth in Taxation Act of the State of Illinois, the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, determines that the amounts of money estimated to be necessary to be raised by taxation for the year 1994 upon the taxable property in Community College District No. 508, County of Cook and State of Illinois, exclusive of election costs, which amounts of money constitute the aggregate levy for the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, exclusive of election costs, for the year 1994 are equal in total to the amount of $75,352,805.00"; and

WHEREAS, Such amounts of money, exclusive of election costs, estimated by the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, to be necessary to be raised by taxation for the year 1994 upon the taxable property in Community College District No. 508, County of Cook and State of Illinois, which amounts of money constitute the aggregate levy for the Board of Trustees of Community

College District No. 508, County of Cook and State of Illinois, exclusive of election costs, for the year 1994, are less than 105% of the amounts extended or estimated to be extended, including any amount abated by the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, prior to such extension, upon the final aggregate levy for the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, exclusive of election costs, for the year 1994; and

WHEREAS, Thereafter at a special meeting held September 27, 1994, the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, duly adopted a resolution demanding and directing the City Council of the City of Chicago to levy a tax for educational purposes; a tax for operation and maintenance of facilities purposes and the purchase of grounds; a tax for the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Multi-Facility Projects of 1987 (1987B) (JC-11); a tax for the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Multi-Facility Projects of 1988 (1988A) (JC-2, 3 and 4 and JC-7); a tax for the purpose of providing monies to pay the operating and administrative costs and expenses, including the cost of legal services and the wages and salaries of employees, in connection with defending or otherwise protecting the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, against any liability or loss under provisions of the Local Governmental and Governmental Employees Tort Immunity Act, Federal or State common or statutory law, the Workers' Compensation Act, the Workers' Occupational Diseases Act, and the Unemployment Insurance Act, and to pay the costs of insurance, self-insurance, the establishment of reserves, and claim services, to pay the amounts of judgments and settlements, or the costs of otherwise providing protection to the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, or its employees or, pursuant to an intergovernmental contract, other local governmental entities or their employees under provisions of the Local Governmental and Governmental Employees Tort Immunity Act, and the cost of participation in the Federal Medicare Program under provisions of 40 ILCS 5/21-101, et seq., as amended; and a tax for the purpose of providing monies for the payment of auditing expenses under the provisions of Section 9 of the Governmental Account Audit Act, as amended, of the State of Illinois, which resolution is in words and figures as follows:

"Board Of Trustees Of Community College District No. 508 County Of Cook And State Of Illinois.

"Resolution:

Order, Demand And Direction -- Tax Levy For The Year 1994.

"Be It Resolved, And it is hereby certified by the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, that it requires to be levied for the year 1994 upon the equalized assessed value of the taxable property in Community College District No. 508, County of Cook and State of Illinois, a tax for educational purposes; a tax for operation and maintenance of facilities purposes and the purchase of grounds; a tax for the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Multi-Facility Projects of 1987 (1987B) (JC-11); a tax for the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Multi-Facility Projects of 1988 (1988A) (JC-2, 3 and 4 and JC-7); a tax for the purpose of providing monies to pay the operating and administrative costs and expenses, including the cost of legal services and the wages and salaries of employees, in connection with defending or otherwise protecting the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, against any liability or loss under provisions of the Local Governmental and Governmental Employees Tort Immunity Act, Federal or State common or statutory law, the Workers' Compensation Act, the Workers' Occupational Diseases Act, and the Unemployment Insurance Act, and to pay the costs of insurance, self-insurance, the establishment of reserves, and claim services, to pay the amounts of judgments and settlements, or the costs of otherwise providing protection to the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, or its employees or, pursuant to an intergovernmental contract, other local governmental entities or their employees under provisions of the Local Governmental and Governmental Employees Tort Immunity Act, and the cost of participation in the Federal Medicare Program under provisions of 40 ILCS 5/21-101, et seq., as amended; and a tax for the purpose of providing monies for the payment of auditing expenses under the provisions of Section 9 of the Governmental Account Audit Act, as amended, of the State of Illinois, as follows:

	Amounts To Be Included In Tax Levy
For educational purposes	$50,136,015
For operation and maintenance of facilities purposes and the purchase of grounds	14,324,576
For the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Multi-Facility Projects of 1987 (1987B) (JC-11)	5,168,264
For the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Multi-Facility Projects of 1988 (1988A) (JC-2, 3 and 4 and JC-7)	2,703,224
For the purpose of providing monies to pay the operating and administrative costs and expenses, including the cost of legal services and the wages and salaries of employees, in connection with defending or otherwise protecting the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, against any liability or loss under provisions of the Local Governmental and Governmental Employees Tort Immunity Act, Federal or State common or statutory law, the Workers' Compensation Act, the Workers' Occupational Diseases Act, and the Unemployment Insurance Act, and to pay the costs of insurance,	

	Amounts To Be Included In Tax Levy
self-insurance, the establishment of reserves, and claim services, to pay the amounts of judgments and settlements, or the costs of otherwise providing protection to the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, or its employees or, pursuant to an intergovernmental contract, other local governmental entities or their employees under provisions of the Local Governmental and Governmental Employees Tort Immunity Act, and the cost of participation in the Federal Medicare Program under provisions of 40 ILCS 5/21-101, et seq., as amended	2,709,845
For the purpose of providing monies for the payment of the auditing expenses under the provisions of Section 9 of the Governmental Account Audit Act, as amended, of the State of Illinois	$310,881

as said purposes and amounts are further set forth in the Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1995, which Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1995, was duly adopted by said Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, at a special meeting on September 27, 1994, which Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1994, is herein referred to and made a part hereof, and which is now on file in the Office of the Secretary of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois; and

"Be It Further Resolved, That formal demand and direction be and the same hereby are made upon the City Council of the City of Chicago to levy the aforesaid taxes for the year 1994; and

"Be It Further Resolved, That the Chairman and Secretary of this Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, be and hereby are authorized and directed to present and file with the City Council of the City of Chicago, this Order, Demand, and Direction, by certified copy hereof"; and

WHEREAS, The final aggregate tax levy for Community College District No. 508, County of Cook and State of Illinois, for the year 1994 as set forth in the Resolution: Order, Demand, and Direction -- Tax Levy for the year 1994 as set forth above is not in excess of the amounts of money estimated to be necessary to be raised by taxation for the year 1994 as stated in the Resolution: Determine the Amount of Taxes Necessary to Be Levied for the Year 1994, as set forth above; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the sum of Seventy-five Million, Three Hundred Fifty-two Thousand, Eight Hundred Five and no/100 Dollars ($75,352,805.00), being the total of the appropriations heretofore legally made by the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, which are to be collected from the aggregate tax levy of the current year, 1994, of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for community college purposes of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois: for educational purposes; for operation and maintenance of facilities purposes and the purchase of grounds; for the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Multi-Facility Projects of 1987 (1987B) (JC-11); for the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Multi-Facility Projects of 1988 (1988A) (JC-2, 3 and 4 and JC-7); for the purpose of providing monies to pay the operating and administrative costs and expenses, including the cost of legal services and the wages and salaries of employees, in connection with defending or otherwise protecting the Board of Trustees of Community College District No. 508, County of Cook and State of

Illinois, against any liability or loss under provisions of the Local Governmental and Governmental Employees Tort Immunity Act, Federal or State common or statutory law, the Workers' Compensation Act, the Workers' Occupational Diseases Act, and the Unemployment Insurance Act, and to pay the costs of insurance, self-insurance, the establishment of reserves, and claim services, the amounts of judgments and settlements, or the costs of otherwise providing protection to the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, or its employees or, pursuant to an intergovernmental contract, other local governmental entities or their employees under provisions of the Local Governmental and Governmental Employees Tort Immunity Act, and the cost of participation in the Federal Medicare Program under provisions of 40 ILCS 5/21-101, et seq., as amended; and for the purpose of providing monies for the payment of auditing expenses under the provisions of Section 9 of the Governmental Account Audit Act, as amended, of the State of Illinois as appropriated for the current year, 1994, by the Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1995, adopted by the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, at a special meeting held September 27, 1994, be and the same hereby is levied for the year 1994 on all property within Community College District No. 508, County of Cook and State of Illinois, subject to such taxation for the current year, the specific amounts as levied for the various purposes herein named being indicated herein by being placed in a separate column headed "Amounts To Be Included In Tax Levy" which appears over the same, the said tax so levied being for the current tax year, 1994, of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the said appropriations to be collected from said tax levy, the total of which has been ascertained as aforesaid, in the said amended Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1994, and in the said Annual Budget of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, for the fiscal year ending June 30, 1995, references to which are hereby made, and which budgets are hereby made a part hereof and are on file with the Secretary of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and which specific amounts and various appropriations are as follows:

	Amounts To Be Included In Tax Levy
For educational purposes	$ 50,136,015
For the purpose of providing monies to pay the operating and administrative costs and expenses, including the cost of legal services and the wages and salaries of employees, in connection with defending or otherwise protecting the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, against any liability or loss under provisions of the Local Governmental and Governmental Employees Tort Immunity Act, federal or state common or statutory law, the Workers' Compensation Act, the Workers' Occupational Diseases Act, and the Unemployment Insurance Act, and to pay the costs of insurance, self-insurance, the establishment of reserves, and claim services, to pay the amounts of judgments and settlements, or the costs of otherwise providing protection to the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, or its employees or, pursuant to an intergovernmental contract, other local governmental entities or their employees under provisions of the Local Governmental and Governmental Employees Tort Immunity Act, and the cost of participation in the Federal Medicare Program under provisions of 40 ILCS 5/21-101, et seq., as amended	$2,709,845

	Amounts To Be Included In Tax Levy
For the purpose of providing monies for the payment of auditing expenses under provisions of Section 9 of the Governmental Account Audit Act, as amended, of the State of Illinois	$ 310,881
For operation and maintenance of facilities purposes and the purchase of grounds	14,324,576
For the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Multi-Facility Projects of 1987 (1987B) (JC-11)	5,168,264
For the purpose of providing monies for the payment of the expenses of operation and maintenance of Public Building Commission of Chicago Multi-Facility Projects of 1988 (1988A) (JC-2, 3 and 4 and JC-7)	2,703,224

SECTION 2. The City Clerk is hereby directed to file with the County Clerk of Cook County, Illinois and with the County Clerk of DuPage County, Illinois, a copy of this ordinance duly certified by said City Clerk.

SECTION 3. This ordinance shall take effect and be in force from and after its passage and approval.

JOINT COMMITTEE.

COMMITTEE ON FINANCE.

COMMITTEE ON HOUSING AND REAL ESTATE.

AUTHORIZATION FOR EXECUTION OF AGREEMENTS FOR IMPLEMENTATION OF HOUSING ABANDONMENT PREVENTION PROGRAM.

A Joint Committee, composed of the members of the Committee on Finance and the members of the Committee on Housing and Real Estate, submitted the following report:

CHICAGO, November 30, 1994.

To the President and Members of the City Council:

Your Joint Committee on Finance and Housing and Real Estate, having had under consideration an ordinance concerning the authority to enter into various agreements necessary to implement the Housing Abandonment Prevention Program, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,
Committee on Finance,
Chairman.

(Signed) AMBROSIO MEDRANO,
Committee on Housing and Real Estate,
Chairman.

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, There exists within the City a substantial number of apartment buildings which are in danger of abandonment because of dangerous and hazardous conditions, and the abandonment of such buildings would be harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, The City's Department of Housing ("D.O.H.") established the Housing Abandonment Prevention Program (the "H.A.P.P. Program") in an effort to reduce the number of such buildings which are in danger of abandonment; and

WHEREAS, The H.A.P.P. Program is administered by D.O.H. and D.O.H. desires to revise the H.A.P.P. Program to create a pilot program which will provide, among other things, for the issuance of receiver's certificates to one or more qualified financial institutions selected by D.O.H. (the "Institutions") that have assisted in financing certain repairs to such buildings and for the purchase by the City of such certificates from such Institutions; and

WHEREAS, The City has programmed $1,250,000 of Community Development Block Grant funds ("C.D.B.G. Funds") for the H.A.P.P. Program in Program Year XX, and D.O.H. proposes to change the description of the use of funds under the H.A.P.P. Program contained in the Final Statement on Community Development Objectives and Projected Use of Funds (the "Final Statement") so that such description shall correspond to the revised H.A.P.P. Program; and

WHEREAS, The regulations issued by the United States Department of Housing and Urban Development ("H.U.D.") and governing the use of C.D.B.G. Funds require, at 24 C.F.R. Section 570.305, that the City provide citizens notice of, and opportunity to comment on, the proposed changes to the Final Statement, and such notice and opportunity were provided through a meeting of the Community Development Advisory Council held on October 18, 1994 at which no comments to the proposed changes were received; and

WHEREAS, Pursuant to an ordinance enacted on November 17, 1993 and published at pages 42876 through 42968 of the Journal of Proceedings of the City Council of the City (the "City Council") of said date, the City Council approved the submission by the City to H.U.D. for C.D.B.G. Funds, Year XX, for the uses described in the Estimates of Community Development Block Grant Funding for Year XX, January 1, 1994 through December 31, 1994 (the "Funding Statement"); and

WHEREAS, In connection with the H.A.P.P. Program, D.O.H. desires to enter into a Housing Abandonment Prevention Program Financing Agreement, in substantially the form attached hereto as Exhibit A and hereby made a part hereof (the "Financing Agreement"), with one or more Institutions under which the Institutions shall assist in financing the repairs on selected buildings in the City under the H.A.P.P. Program; and

WHEREAS, In connection with the proposed changes to the H.A.P.P. Program, the City by separate ordinance (the "Program Amendment Ordinance") proposes to amend the Funding Statement; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. The Commissioner of D.O.H. (the "Commissioner") and a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel, to execute and deliver from time to time one or more Financing Agreements, in substantially the form attached hereto as Exhibit A and hereby made a part hereof, with one or more Institutions, with such changes therein as the Commissioner shall approve (execution of a Financing Agreement by the Commissioner constituting conclusive evidence of such approval), and to enter into and execute all such other agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Financing Agreements and the terms and program objectives of the H.A.P.P. Program. The Commissioner is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Financing Agreements which do not substantially modify the terms described in Exhibit A hereto.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 4. This ordinance shall be effective as of the date of its passage or, if later, the effective date of passage of the Program Amendment Ordinance.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Housing Abandonment Prevention Program

Financing Agreement.

This Housing Abandonment Prevention Program Financing Agreement (the "Agreement") is made in Chicago, Illinois as of this _____ day of _____, _____ between [Financial Institution], a _____ (the "Institution"), and the City of Chicago, an Illinois municipal corporation, by and through its Department of Housing (the "City"), having its offices at 318 South Michigan Avenue, Chicago, Illinois 60604.

Preliminary Statement.

A. The City desires to halt the further deterioration of multi-unit buildings containing five (5) or more units in the City that are in danger of abandonment due to dangerous and hazardous conditions.

B. Pursuant to 65 ILCS 5/11-31-2, the City is authorized to apply to the Circuit Court of Cook County for the appointment of a receiver to cause a building or structure to conform to the minimum standards of health and safety as set forth in the Municipal Code of the City, and such receiver may use the rents and other proceeds of such property toward maintenance, repair and rehabilitation of the property. The court may further authorize the receiver to recover the cost of such maintenance, repair and

rehabilitation by the issuance and sale of receiver's certificates in the amount of such costs (any such certificates which have been approved by the Court, referred to herein as the "Receiver's Certificates"), and such Receiver's Certificates shall be freely transferable and when sold or transferred by the receiver shall be a first lien upon the real estate and the rents and proceeds of such property, prior to all existing liens and encumbrances except taxes.

C. Pursuant to the Community Development Block Grant ("C.D.B.G.") appropriation ordinance adopted by the City Council of the City on November 17, 1993, and the City's Year XX Community Development Block Grant Program Statement of Community Development Objectives and Proposed Use of funds, as revised on _____, 1994, the City's Department of Housing ("D.O.H.") is authorized to use C.D.B.G. Funds in connection with a pilot program of D.O.H., the Housing Abandonment Prevention Program (the "H.A.P.P. Program"). Under the H.A.P.P. Program, court appointed receivers will make emergency repairs and maintain eligible buildings, and the receivers will issue and sell Receiver's Certificates to a financial institution. The City may then, purchase the Receiver's Certificates from the financial institution, may transfer the Receiver's Certificates or institute foreclosure proceedings against the building and, unless the liens evidenced by the Receiver's Certificates are satisfied by the building owner or other interested parties, may acquire title to the building and transfer title to a pre-qualified individual or organization for future rehabilitation and/or management.

D. Pursuant to an ordinance adopted on _____, 1994 by the City Council of the City, D.O.H. is authorized to execute and deliver this Agreement.

E. The Institution has agreed to be a financial institution providing financing for repairs and maintenance under the H.A.P.P. Program, pursuant to the terms and conditions set forth in this Agreement.

F. The parties hereto desire to enter into this Agreement to set forth their mutual covenants and agreements with respect to the foregoing.

Now, Therefore, In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Agreements.

Article I.

Incorporation Of Recitals.

The foregoing Preliminary Statement is hereby incorporated as if fully set forth herein:

Article II.

Definitions.

Unless otherwise expressly stated herein, the following words, terms and phrases shall have those meanings set forth below.

"Assignment of Certificate" shall mean the Assignment of Certificate, described in Section 3.5 and in a form otherwise approved by the Corporation Counsel of the City and the Institution, delivered by the Institution to the City.

"Building Department" shall mean the Department of Buildings of the City.

"Claims" shall mean any and all claims, demands, actions, notices, liens, suits, causes of action, complaints, enforcement actions, citations, notices of violation, legal or administrative proceedings, warnings or inquiries.

"Court" shall mean the Circuit Court of Cook County, Illinois, to which the City applies for the appointment of a Limited Receiver or a Receiver with respect to Qualified Property.

"Eligible Repairs and Costs" shall mean the emergency repairs made or costs incurred, as described in the Feasibility Study and as approved by the Court, in order to reduce the effect of, correct or eliminate dangerous and hazardous conditions that pose an immediate threat to the health and safety of residents and the community, including the repair or replacement of roofs, the repair or replacement of electrical systems, the repair or replacement of plumbing systems, the repair or replacement of hazardous back porches, the repair, replacement or retrofitting of existing heating and hot water systems, the abatement of lead hazards, relocation

costs (including moving and related expenses) and costs related to maintenance of a Qualified Property.

"Event of Default" shall mean the occurrence of any of the following: (a) the failure by the Institution to perform or comply with any of its covenants, agreements or obligations under this Agreement, (b) any misrepresentation, whether negligent or wilful and whether in the inducement or in the performance, made by the Institution to the City, or (c) default by the Institution under any other agreement which the Institution may currently have or may enter into with the City during the term of this Agreement.

"Feasibility Study" shall mean the report prepared by the Limited Receiver with respect to a Qualified Property which shall contain information regarding the Profile of the Qualified Property and the estimated Eligible Repairs and Costs.

"H.U.D." shall mean the United States Department of Housing and Urban Development or any successor agency.

"Immediate Termination" shall have the meaning set forth in Section 7.11.

"Increased Amount" shall have the meaning set forth in Section 3.3 (f).

"Indemnification Costs" shall mean any and all costs, expenses, damages, judgments, obligations, contribution, cost recovery compensation, penalties, fines or fees (including attorneys', experts' and consulting fees and disbursements and expenses incurred in investigating, defending or prosecuting any Claim).

"Institution Financial Statements" shall mean the audited financial statements of the Institution for any fiscal year, including a balance sheet and income statement as of and for the period ending September 30, all of which have been prepared in accordance with generally accepted accounting principles consistently applied and fairly represent the financial condition of the Institution.

"Letter of Commitment" shall mean the letter, described in Section 3.2 and in the form of (Sub)Exhibit A attached hereto, delivered from the Institution to the Receiver.

"Limited Receiver" shall mean the receiver appointed by the Court pursuant to the Receiver Act for purposes of developing a Feasibility Study with respect to a Qualified Property.

"Limited Receiver's Certificates" shall mean the receiver's certificates approved by the Court and issued by a Limited Receiver in consideration for payment by the Institution of the Feasibility Study base fee described in Section 3.1(b).

"Losses" shall mean injuries, Indemnification Costs, Claims, liabilities and taxes (of any character or nature whatsoever, regardless of by whom imposed), and losses of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with any negligence or willful misconduct of the Institution in connection with its performance of, or failure to perform, any act required of the Institution hereunder, including the failure by the Institution to properly record a Notice of Claim, Limited Receiver's Certificate and Receiver's Certificate, to record a Notice of Claim, Limited Receiver's Certificate and Receiver's Certificate within the time periods set forth in this Agreement, and to properly assign a Notice of Claim, Limited Receiver's Certificate and Receiver's Certificate to the City.

"Notice of Claim" shall mean the Notice of Claim, in a form as approved by the Institution and the Corporation Counsel of the City, recorded by the Institution pursuant to the provisions of Section 3.4.

"Prime Rate" shall mean the rate announced from time to time by [the Institution], or such other financial institution agreed upon by the parties hereto, as its prime or equivalent rate of lending.

"Purchase Request" shall have the meaning set forth in Section 4.5(a).

"Qualified Property" shall mean a building with five or more units located in the City which has been inspected by the Building Department and for which D.O.H. has determined that the building meets the short-term and long-term factors set forth in Section 4.1; provided, that Qualified Property may include any building in which the Institution has an interest as a mortgagee, but in no event shall Qualified Property include any building owned or leased in whole or in part by the Institution or on which the Institution has instituted or completed a foreclosure action.

"Receiver" shall mean the receiver appointed by the Court for a Qualified Property pursuant to the Receiver Act, but shall not include a Limited Receiver for such Qualified Property.

"Receiver Act" shall mean 65 ILCS 5/11-31-2.

Article III.

Responsibilities Of The Institution.

3.1 Review Of Feasibility Study; Payment Of Fee.

(a) For any Qualified Property, the Institution will review the Feasibility Study prepared by the Limited Receiver and will determine whether it approves or disapproves of the Feasibility Study within 30 days of receipt thereof by the Institution. The Institution shall give the Limited Receiver and the City written notice of such approval or disapproval and the failure to approve within 30 days shall be deemed a disapproval of the Feasibility Study. The Institution shall not be obligated to purchase Receiver's Certificates for any Qualified Property for which the Institution has not approved a Feasibility Study in the manner set forth in this Section.

(b) The Institution shall pay a Feasibility Study base fee to the Limited Receiver in an amount equal to $250.00 for buildings up to 15 units and $500.00 for buildings with 16 or more units (or such lesser amount as the Court may approve). The Institution shall pay such fee to the Limited Receiver within five business days of the issuance of the Limited Receiver's Certificate to the Institution with respect to such base fee, but the Institution shall not pay to the Limited Receiver any interest which may be reflected on the Limited Receiver's Certificate. Notwithstanding the provisions of this subsection, the Institution shall be obligated to purchase a Limited Receiver's Certificate only if the Institution has received and approved such Limited Receiver's Certificate to be issued to the Institution in connection with such Feasibility Study base fee and the order of the Court authorizing the issuance of such Limited Receiver's Certificate. The Institution shall be obligated, during the initial term of this Agreement, to purchase Limited Receiver's Certificates issued with respect to a maximum of 100 buildings.

3.2 Letter Of Commitment.

Once the Institution has approved a Feasibility Study for a Qualified Property, the Institution shall issue a Letter of Commitment to the Receiver within five business days of a request therefor from the Receiver. Each Letter of Commitment shall be in the form attached hereto as (Sub)Exhibit A and shall reflect the commitment by the Institution to make funds available for a Qualified Property for the uses set forth below, subject to the conditions that the Court and the City have each approved the Feasibility Study for the Qualified Property to which the Letter of Commitment relates, and that the Institution has approved the documents described in Section 3.3(b): (a) the amount proposed in the Feasibility Study for such property for Eligible Repairs and Costs (or such lesser amount as the Court may approve); (b) payment to the Receiver of a one-time fee of $750.00 for the

Qualified Property (or such lesser amount as the Court may approve); (c) a monthly payment to the Receiver of an amount equal to 5% (or such lesser amount as the Court may approve) of the monthly rents collected for the Qualified Property for each full month in which the Receiver serves as a Receiver for such property; and (d) payment of a rehabilitation fee in an amount equal to 7% (or such lesser amount as the Court may approve) of the total Eligible Repairs and Costs incurred in a month with respect to a Qualified Property, if the Receiver acts as a general contractor to oversee the repair work during the entire month, to be paid monthly with respect to such Eligible Repairs and Costs incurred or made during such month.

3.3 Payments Under The Letter Of Commitment.

(a) After the issuance of the Letter of Commitment and subject to the satisfaction of terms and conditions therein and of this section, the Institution shall pay amounts to the Receiver in accordance with this Agreement and the Letter of Commitment.

(b) With respect to amounts paid to the Receiver pursuant to Section 3.2(a) for Eligible Repairs and Costs, the Institution shall pay any such amount within five (5) business days of the Institution's receipt from the Receiver of a certificate, in a form substantially similar to (Sub)Exhibit A-1 to the Letter of Commitment, and the Institution's receipt and approval of the Receiver's Certificate to be issued to the Institution in connection with such Eligible Repairs and Costs and of the order of the Court authorizing the issuance of such Receiver's Certificate. The Institution shall not be obligated to purchase any Receiver's Certificate representing Eligible Repairs and Costs if the Institution determines that the work has not been properly performed as contemplated by the Feasibility Study as approved by the Institution.

(c) The Institution shall pay the fee described in Section 3.2(b) above to the Receiver concurrently with the first payment by the Institution to the Receiver described in Section 3.2(a).

(d) The Institution shall pay the monthly payment described in Section 3.2(c) above to the Receiver within five business days after the receipt each month by the Institution of a certificate from the Receiver, in a form substantially similar to (Sub)Exhibit B-1 to the Letter of Commitment, and of financial statements indicating the monthly revenues and expenses of the Qualified Property.

(e) With respect to amounts paid to the Receiver pursuant to Section 3.2(d) for the general contractor fee, the Institution shall pay any such amount within five business days of the Institution's receipt from the Receiver of a certificate, in a form substantially similar to Exhibit C-1 to the Letter of Commitment.

(f) Except as provided in the next sentence, in no event shall the Institution be obligated to pay to any Receiver for a Qualified Property any amount for any repair which would exceed the amounts set forth in the Letter of Commitment for such Qualified Property, or would cause the aggregate amount paid for such repair to exceed the amount set forth for such repair in the Feasibility Study for such Qualified Property. Notwithstanding the other provisions of this Agreement, the Institution shall pay to the Receiver any amounts (collectively, an "Increased Amount") for any or all Eligible Repairs and Costs even if such amounts exceed, individually or in the aggregate, the amounts set forth in the Feasibility Study or the Letter of Commitment for such repairs if (i) the Receiver has been authorized by the Court to issue a Receiver's Certificate with a face amount reflecting such Increased Amount, (ii) the City has agreed in writing to purchase from the Institution any Receiver's Certificate reflecting any Increased Amount, and (iii) payment of the Increased Amount will not cause payments by the Institution to a Receiver to exceed the limits set forth in the last sentence of Section 4.4. Except as set forth under the preceding sentence, in no event shall the Institution be obligated to purchase any Receiver's Certificate with a face amount that includes fees to the Receiver in an amount greater than as provided in Subsections 3.2 (b) -- (d) above, even if the Court approves the fees and a valid Receiver's Certificate is issued. However, the Institution may, after obtaining the written consent of the City, purchase Receiver's Certificates from the Receiver that have a face amount that includes fees in excess of the amounts described in Subsections 3.2 (b) -- (d) above. The Institution shall not be obligated to make any advances under any Letter of Commitment except against delivery of a validly issued Receiver's Certificate issued by the Receiver, approved by the Court in the Institution's name and which has been approved by the Institution.

(g) The Institution shall deliver to the City, within five business days of the Institution's receipt thereof, copies of all certificates received from the Receiver pursuant to or in connection with the Letter of Commitment.

(h) The Institution shall deliver to the City, prior to or concurrently with the Institution's delivery of a Purchase Request with respect to a Limited Receiver's Certificate or Receiver's Certificate, written notice of any defects in such certificate or the order of the Court authorizing the issuance of such certificate which are known to the Institution.

(i) All payments by the Institution under this Section shall be in consideration for the issuance of Receiver's Certificates, as approved by the Court and the Institution, by the Receiver to the Institution. The aggregate face amount of Receiver's Certificates issued to the Institution shall equal the aggregate amounts advanced by the Institution pursuant to the Letter of Commitment and under this Section. Notwithstanding any interest rate set forth in any Receiver's Certificate, the Institution shall not be obligated to pay any interest to the Receiver upon the issuance of a certificate.

3.4 Issuance And Filing Of Receiver's Certificates.

Within five business days of the issuance of a Limited Receiver's Certificate or a Receiver's Certificate to the Institution, such Limited Receiver's Certificate or Receiver's Certificate to be in a form as the Corporation Counsel of the City and the Institution shall approve, the Institution shall, at its expense, record a Notice of Claim with respect to such certificate along with a copy of such Limited Receiver's Certificate or Receiver's Certificate in the office of the Recorder of Deeds of Cook County or shall file such documents in the office of the Registrar of Titles of Cook County, as applicable under the Receiver Act. With respect to filings in the Registrar of Titles, the Institution shall cause such filing to take place (and to obtain a document number for such filing) within such five business day period. The Institution shall give the City written notice of the failure to make any filing, obtain any document number or record any document within the time period set forth in this Section, and such notice shall be given at the end of such five business day period. The Institution shall give notice of the issuance of any Limited Receiver's Certificate or a Receiver's Certificate to the City within five business days of the issuance thereof. The Notice of Claim shall comply with the requirements of the Receiver Act. The Institution shall deliver to the City copies of all recorded or filed documents within two days of the recording or filing.

3.5 Transfer And Assignment Of Receiver's Certificates To The City.

(a) Subject to the terms and conditions of this Agreement, the Institution may transfer and assign to the City any and all Notices of Claim, Limited Receiver's Certificates and Receiver's Certificates issued to the Institution with respect to a Qualified Property. As set forth in Section 4.5(a) and as further limited by the last sentence of Section 4.4 and the other terms and conditions hereof, the City shall be obligated to purchase Receiver's Certificates or Limited Receiver's Certificates from the Institution only if the Institution has delivered to the City a Purchase Request within five business days of the issuance of such certificates to the Institution. After the delivery of a Purchase Request for any Receiver's Certificate or Limited Receiver's Certificate or any other notice delivered by the Institution to the City requesting that the City purchase a Receiver's Certificate or Limited Receiver's Certificate, the Institution shall not offer to sell, assign or transfer, or sell, assign or transfer, such Receiver's Certificate or Limited Receiver's Certificate (and the related Notice of Claim for either) to any other person or entity except the City, and the Institution shall sell and assign such Limited Receiver's Certificate or Receiver's Certificate to the City immediately upon payment of the consideration set forth in Section 4.5 (b). For any Limited Receiver's Certificate or Receiver's Certificate for which the Institution does not deliver a Purchase Request or any other notice to the City requesting that the City purchase a Receiver's Certificate or Limited Receiver's Certificate, or for any Limited Receiver's Certificate or Receiver's Certificate for which the City does not agree to purchase pursuant

to the terms of this Agreement, the Institution may sell, assign and transfer any such certificate to a person or entity other than the City. In the event of any such transfer, the Institution shall give the City written notice of such transfer within five business days of such transfer. Notwithstanding the above, the Institution shall not sell, assign or transfer any certificate to any person or entity other than the City if the City has made payments to the Institution pursuant to the City's reimbursement obligation set forth in Section 4.6.

(b) The consideration for the transfer and assignment of any certificate shall be equal to the sum of (i) the face amount of the certificate (in each case subject to the provisions of Section 4.4), and (ii) amounts currently due and payable to the Institution under Section 4.6.

(c) The Assignment shall be evidence by an Assignment of Certificate. In connection with the assignment of any Notice of Claim, Limited Receiver's Certificate or Receiver's Certificate to the City by the Institution, the Institution shall deliver the originally executed Notice of Claim, Limited Receiver's Certificate, Receiver's Certificate and Assignment of Certificate to the Office of the Corporation Counsel, City of Chicago, 30 North LaSalle Street, Room 700, Chicago, Illinois 60602, Attention: Chief Assistant Corporation Counsel, Building and Housing Division, and a copy of such documents shall be delivered to the City as set forth in Section 7.5.

3.6 Compliance With Laws And Regulations.

The Institution shall take such action as the City may request to assist the City in insuring that all federal, state and local laws and regulations applicable to the repair and maintenance of any Qualified Property are complied with. The Institution's responsibilities under this Section shall be limited to reporting the compliance of contractors, as observable by the Institution, given the scope of the Institution's responsibilities hereunder. The parties specifically acknowledge and agree that the Institution does not assume any responsibility, liability or obligation for the performance or compliance by the contractors for repairs or replacements, or work related thereto, nor for payments of any costs of the work except as may be represented in the purchase of the Receiver's Certificates in accordance with this Agreement. The Institution shall not be obligated under any Section of this Agreement to execute any contracts or agreements for the performance of the repairs and replacements, all such contracts or agreements to be executed by the Receivers. Any enforcement of federal, state and local laws and regulations shall be undertaken by the Receivers and not by the Institution. The parties further acknowledge and agree that the Institution shall not be obligated to make exhaustive or continuous on-site inspections to check quality or quantity or the work or compliance under this Section. In no event shall the Institution have control over, charge of or responsibility for construction, repairs, replacements or any aspect of the work since these are responsibilities of the contractors to the Receivers.

3.7 Execution Of Documents, Instruments By The Institution.

The Institution agrees to execute and deliver to the City and to any other persons or entities on behalf of or for the benefit of the City any documents, instruments and certificates and to take any other action as may be necessary or desirable in order to effectuate the transfer of Notices of Claim, Limited Receiver's Certificates and Receiver's Certificates to the City, the recording of the liens and the other actions described herein, all as consistent with the terms of this Agreement. Any costs incurred by the Institution hereunder shall be reimbursed to the Institution pursuant to the terms and limitations of Section 4.6.

3.8 Financial Statements.

The Institution shall deliver to the City, on or before February 1 of each year that this Agreement is in effect, a copy of the Institution Financial Statements for its most recently completed fiscal year.

3.9 Answers To Foreclosure Action And Other Actions.

At any time that the Institution holds a Receiver's Certificate with respect to a Qualified Property, the Institution shall answer within the allowed time period any foreclosure or similar action filed against such property by any mortgagee or other lienholder or any action filed by the owner of such property. The Institution shall give the City notice of such filing within five business days of the Institution's receipt thereof, and the Institution shall provide the City copies of all documents filed with respect to such action by such mortgagee, lienholder, owner or the Institution. The City may resist and defend any such action at its expense upon giving notice to the Institution, and the Institution agrees to cooperate with the City in such defense. The Institution shall give the City notice if the owner (or other interested party) of any Qualified Property has satisfied the liens evidenced by any Notice of Claim, Limited Receiver's Certificate or Receiver's Certificate issued with respect to such Qualified Property, such notice to be given within three business days of the Institution's receipt of the amounts paid in satisfaction.

3.10 Notice Of Claims.

The Institution shall provide the City with copies of any notice, document or proceeding that the Institution receives regarding any Claim affecting or relating to any Qualified Property. The Institution shall provide such copies to the City within three business days of the Institution's receipt thereof.

3.11 Records.

The Institution shall make available all books, records and other documents relating to the inspection, if any, of Qualified Property, the purchase of Receiver's Certificates and the recording of any Notice of Claim and Receiver's Certificate to H.U.D., the City and any of its authorized representatives for inspection and copying during business hours.

Article IV.

Responsibilities Of The City.

4.1 Identification And Inspection Of Property.

The City may take steps to identify buildings which may qualify as Qualified Property, including receiving referrals from various sources such as the Department of Law of the City, D.O.H., building inspectors from the Building Department and community groups, individuals and building tenants. The following factors may be considered in determining which buildings may qualify as Qualified Property: (a) short term factors -- buildings with dangerous and hazardous conditions that pose an immediate threat to the health and safety of residents and the community including the lack of heat during the heating season and/or hot water throughout the year, buildings currently in Housing Court or which could be placed on the Housing Court docket, buildings for which purchasers acceptable to the City can be identified, and buildings with an occupancy level not less than 50%; and (b) long term factors -- buildings that have a reasonable expectation of being financially feasible based on regular rent collection and operations, and multi-unit buildings occupied by tenants whose income is 80% or less of the median income of the area.

4.2 Marketing And Identification Of New Owners.

D.O.H. may market identified properties to potential developers concerning the potential transfer of the property to the developer after the City has obtained title to the property through the foreclosure process.

4.3 Including Property In the H.A.P.P. Program; Appointment Of A Receiver.

If D.O.H. determines that the property qualifies as Qualified Property and that an appropriate purchaser for the property has been located, the City may take steps to have a Limited Receiver appointed for the property. Such steps may include preparing a comprehensive code violation report through

the Building Department, requesting that a date be established for a hearing before the Court regarding the appointment of a Limited Receiver for the property, serving legal notice to all parties with ownership interest in the property of the City's intention to seek a Limited Receiver and of the time and location of a hearing before the Court, and preparing materials to be presented at a hearing of the Court. At the hearing, the City may present evidence supporting the appointment of a Limited Receiver for the property.

4.4 Review Of Feasibility Study.

For any Qualified Property, the City will review the Feasibility Study prepared by the Limited Receiver and will determine whether it approves or disapproves of the Feasibility Study. The City shall give the Limited Receiver and the Institution written notice of such approval or disapproval, and the failure to approve within 30 days shall be deemed a disapproval of the Feasibility Study. The City shall not be obligated to purchase Receiver's Certificates for any Qualified Property for which the City has not approved a Feasibility Study in the manner set forth in this Section. Notwithstanding the provisions of Section 6.1(c), the City's notice of approval of a Feasibility Study shall be deemed to include a representation by the City that it has funds available to purchase Receiver's Certificates with an aggregate face amount equal to the total amount of the Eligible Repairs and Costs set forth in such Feasibility Study. Notwithstanding the results of the Feasibility Study, in no event shall the City be obligated to purchase Limited Receiver's Certificates or Receiver's Certificates which, if purchased for their face amounts, would result in aggregate assistance for Eligible Repairs and Costs and related fees to the Receiver and the Limited Receiver for any Qualified Property to be in excess of the lesser of (a) $10,000 per unit or (b) $125,000 per Qualified Property.

4.5 Purchase And Assignment Of Certificates.

(a) Subject to the terms and conditions of subsection (c) below and Sections 4.4, 7.11 and 7.12 and as otherwise provided in this subsection (a), the City shall purchase from the Institution any Limited Receiver's Certificate and Receiver's Certificate for which the Institution delivers, within five business days of the date that such Limited Receiver's Certificate or Receiver's Certificate is issued and delivered to the Institution by a Limited Receiver or Receiver, a written request that the City purchase such certificate (a "Purchase Request"). The City may, but shall be under no obligation to, purchase (i) any Limited Receiver's Certificate or Receiver's Certificate for which a Purchase Request is not delivered by the Institution as provided herein, (ii) any Limited Receiver's Certificate for which the City has not received and approved the Limited Receiver's Certificate issued to the Institution and the order of the Court authorizing the issuance of such Limited Receiver's Certificate, or (iii) any Receiver's Certificate for which the City has not received and approved the Receiver's Certificate issued to

the Institution and the order of the Court authorizing the issuance of such Receiver's Certificate. During the first twelve-month period that this Agreement is in effect and notwithstanding any other provision hereof, the City shall not be obligated to purchase Limited Receiver's Certificates or Receiver's Certificates for any Qualified Property if the City shall have theretofore purchased Receiver's Certificates for a total of 15 Qualified Properties pursuant to this Agreement.

(b) For each Limited Receiver's Certificate or Receiver's Certificate transferred and assigned by the Institution to the City hereunder, the City shall pay to the Institution for such Limited Receiver's Certificate or Receiver's Certificate an amount equal to the sum of (i) the face amount of the certificate (in each case subject to the last sentence of Section 4.4), and (ii) with respect only to purchases of Receiver's Certificates, amounts currently due and payable to the Institution under Section 4.6. The City may, but shall not be obligated to, purchase any certificate with a face amount that includes fees to the Receiver in an amount greater than what is provided for in Subsections 3.2 (b) -- (d) above, even if the Court approves the fees and a valid Receiver's Certificate is issued.

(c) Notwithstanding the other provisions of this Section, the City may, but shall not be obligated to, purchase a Receiver's Certificate from the Institution upon the occurrence of any of the following: (i) the Eligible Repairs and Costs to which the Receiver's Certificate relates exceed, individually or in the aggregate, the scope or amount of Eligible Repairs and Costs set forth in the Feasibility Study; (ii) the Institution is not offering to sell to the City all of the Limited Receiver's Certificates and Receiver's Certificates issued with respect to any Qualified Property for which a Letter of Commitment has been issued; or (iii) the Institution purchased the Receiver's Certificate even though the Institution had not received in a timely manner the certifications from the Receiver set forth in the exhibits to the Letter of Commitment.

4.6 Payments To The Institution.

For each Qualified Property for which the Institution issues a Letter of Commitment and for which the City Purchases any Receiver's Certificates issued with respect to such Qualified Property, the City shall pay to the Institution a fee of $750.00. For each Receiver's Certificate purchased, the City shall reimburse the Institution for its costs of providing financing under the H.A.P.P. Program by paying to the Institution an amount equal to interest accrued on the face value of the certificate, at a rate per annum equal to the Prime Rate plus 2% for the period beginning on the date that the Institution makes payment in full to the Receiver for the Receiver's Certificate (except that such period shall begin on the date that the Institution delivers a Purchase Request to the City if the Purchase Request is delivered to the City more than five business days after the date that the Receiver's Certificate is issued to the Institution, and ending on the date of

payment by the City to the Institution of the consideration for such Receiver's Certificate as set forth herein. The City shall also reimburse the Institution for any reasonable legal fees and expenses it has incurred in connection with the establishment of the H.A.P.P. Program and for any expenses incurred pursuant to the Institution's compliance with Section 3.7, in an amount not to exceed $2,000 in the aggregate. The City shall also reimburse the Institution for any reasonable legal fees and expenses it has incurred in connection with the Institution's compliance with Section 3.9, but such reimbursement obligation shall be limited to an aggregate amount of $1,000 per Qualified Property; provided, that such reimbursement obligation shall not apply for any Qualified Property for which the Institution has not delivered to the City a Purchase Request for all Limited Receiver's Certificates or Receiver's Certificates issued with respect to such property. The City shall make any payments to the Institution pursuant to Section 4.5 or this Section 4.6 no later than the 270th day following the termination of this Agreement.

Article V.

Representation And Warranties Of The Institution.

The Institution hereby represents and warrants to the City as follows:

5.1 Organization And Authority.

The Institution is a not-for-profit corporation duly organized and validly existing under the laws of the State of Illinois, and the Institution has the right, power and authority to enter into, execute, deliver and perform this Agreement and any related documents.

5.2 Authorization And No Violation.

The execution, delivery and performance by the Institution of this Agreement and the related documents have been duly authorized by all necessary action of the Institution and will not violate any provision of law (including any order, writ, injunction or decree binding upon the Institution), the Bylaws or the Articles of Incorporation of the Institution, or result in the breach of or constitute a default under or require any consent under, or result in the creation of any lien, charge or encumbrance on any property of the Institution under any agreement, instrument, restriction or document to which the Institution is now or hereafter a party or by which the Institution is or may become bound or affected.

5.3 Financial Statements And Condition.

The Institution has delivered to the City on or before the date hereof a true, correct and complete copy of the Institution Financial Statements for its most recently completed year. There has been no material adverse change in the business or financial condition of the Institution since September 30, 1993 which would materially adversely affect its ability to carry out its obligations under this Agreement.

5.4 Affidavit To The City.

The Institution has completed and delivered to the City an executed Affidavit, in the form of (Sub)Exhibit B hereto, and the information set forth therein is true, complete and correct.

Article VI.

Conditions To Obligations Of The City.

The obligation of the City to purchase Limited Receiver's Certificates and Receiver's Certificates from the Institution on the terms and conditions described in Article IV hereof are subject to the following conditions:

6.1 Conditions To Obligations.

(a) The representations and warranties of the Institution set forth in Article V are true and accurate as of the date of the purchase, the Institution shall have complied with all its agreements and covenants set forth in Article III hereof, and the City shall have received a certificate from an executive officer of the Institution, dated the date of purchase, confirming such accuracy and compliance.

(b) The Institution shall have executed scofflaw affidavits in the form provided by the City.

(c) Subject to Section 4.4, the City Fund chargeable for the payments to be made by the City hereunder shall be Fund No. ____ and any disbursements therefrom are subject to the availability of funds therein.

Article VII.

Miscellaneous.

7.1 Waiver.

Neither party's failure to require strict performance by the other party of any provision of this Agreement shall not waive, affect or diminish any right of the parties thereafter to demand strict compliance and performance therewith and proof of such compliance and performance.

7.2 Headings.

The headings and titles of this Agreement are for convenience only and shall not influence the construction or interpretation of this Agreement.

7.3 Disclaimer Of Relationship.

Nothing contained in this Agreement, nor any act of the parties hereto, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving any party hereto.

7.4 Limitation Of Liability.

The Institution expressly agrees that no member, official, employee or agent of the City shall be individually or personally liable to the Institution, or its successors or assigns, in the event of any default or breach by the City under this Agreement.

7.5 Notices.

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram or telecopy; (c) overnight courier, receipt requested; or (d) registered or certified mail, return receipt requested.

If To City:

Department of Housing
City of Chicago
318 South Michigan Avenue
Chicago, Illinois 60604

Attention: Commissioner

With Copies To:

Office of the Corporation Counsel
City of Chicago
Room 511
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance and Economic Development Division

And

Department of Finance
City of Chicago
Room 501
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Comptroller
And

Office of the Corporation Counsel
City of Chicago
Room 700
30 North LaSalle Street
Chicago, Illinois 60602
Attention: H.A.P.P. Prosecuting Attorney, Building and Housing Division

If To The Institution:

Institution

_____

_____

_____

Attention: _____

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand or request sent pursuant

to either clause (a) or (b) above shall be deemed received upon such personal service or upon dispatch by electronic means with confirmation of receipt. Any notice, demand or request sent pursuant to clause (c) above shall be deemed received on the business day immediately following deposit with the overnight courier, and any notice, demand or request sent pursuant to clause (d) above shall be deemed received two business days following deposit in the mail.

7.6 Modification.

This Agreement may not be altered, modified or amended except by a written instrument signed by all the parties hereto.

7.7 Indemnification.

The Institution shall pay, indemnify and save the City and the City's officers, employees and agents harmless of, from and against, any and all Losses incurred by any such party in any Claim brought by reason of any such Loss, excluding, however, any Loss arising out of the City's gross negligence or willful misconduct with respect to a Qualified Property following the City's acquisition of a Receiver's Certificate with respect to such Qualified Property, unless the City's action is taken in response to the Insitution's negligence or willful misconduct. In the event that any Claim is brought against the City or any of the City's officers, employees or agents, by reason of any such Loss, the Institution, upon notice from the City, covenants to resist and defend such Claim on behalf of the City and the City's officers, employees and agents. The City shall have the right to employ separate counsel in any such Claim and to participate in the defense thereof. The fees and expenses of such counsel so incurred shall be at the expense of the Institution without regard to any authorization of such employment by the Institution.

7.8 Invalidation.

Subject to the provisions of Section 7.11, if any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such provision shall be deemed severed from this Agreement to the extent of such invalidity or unenforceability, and the remainder hereof will not be affected thereby, each of the provisions hereof being severable in any such instance.

7.9 Governing Law.

This Agreement and the other related documents shall be governed by and construed in accordance with the internal laws of the State of Illinois without regard to its conflict of law principles.

7.10 Approval.

Wherever in this Agreement provision is made for the approval or consent of the City, or any matter is to be to the City's satisfaction, or the like, unless specifically stated to the contrary, such approval, consent, satisfaction or the like shall be made, given or determined by the City in its sole discretion, subject to review by the Corporation Counsel. [Execution of any document or instrument by the Commissioner of D.O.H. shall be deemed to be approval by the City.]

7.11 Term Of Agreement.

Subject to the following terms of this Section, this Agreement shall be in full force and effect from the date hereof and shall continue in effect until one year from the execution date. The Agreement may be renewed for up to four successive one-year periods upon the written agreement of the parties hereto within 60 days of the end of the term then in effect. This Agreement is terminable at will by either party upon providing 30 days written notice to the other party; provided, that such notice period shall be reduced to five days if any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction; and, provided further, that the City shall have the right to immediately terminate this Agreement (any such termination, an "Immediate Termination") upon an Event of Default, or the dissolution of the Institution, or the entry of a decree or order for relief by a court having jurisdiction with respect to the Institution in an involuntary case under the federal bankruptcy laws or any other applicable federal or state bankruptcy, insolvency or similar laws, or the appointment (or consent by the Institution to such appointment) of a receiver, custodian, trustee or similar official of the Institution, or the ordering of the winding up or liquidation of the affairs of the Institution, or the commencement by the Institution of a voluntary case under the federal bankruptcy laws or any other applicable federal or state bankruptcy, insolvency or similar laws, or the making by the Institution of any assignment for the benefit of creditors, or the failure of the Institution generally to pay its debts as they become due. Upon an Immediate Termination, the City shall have no obligation to purchase any Limited Receiver's Certificates or Receiver's Certificates from the Institution, even if the certificate relates to Qualified Property for which the City has approved a Feasibility Study and for which the other conditions to purchase set forth herein have been met. After termination of this Agreement, the City shall have no obligation to purchase Limited Receiver's Certificates or Receiver's Certificates which relate to any Qualified Property

for which the City has not approved a Feasibility Study. Except as otherwise provided herein, the termination of this Agreement shall not affect the obligations of the Institution or the City to purchase Limited Receiver's Certificates or Receiver's Certificates which relate to any Qualified Property for which the Institution and the City have approved a Feasibility Study prior to the date of termination.

7.12 Remedies.

If an Event of Default occurs, the City may, but shall not be required to, invoke any or all of the following remedies: (a) the right to terminate this Agreement, as set forth in Section 7.11; (b) the right of specific performance, an injunction or any other appropriate equitable remedy; (c) the right to money damages; (d) the right to withhold all or any part of the Institution's compensation hereunder; and (e) the right not to purchase any Limited Receiver's Certificates or Receiver's Certificate, even if any such certificate relates to Qualified Property for which the City has approved a Feasibility Study. The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or failure to exercise any right or power accruing upon any Event of Default or any other event set forth in Section 7.11 shall impair any such right or power nor shall it be construed as a waiver of any Event of Default or other such event or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

7.13 Binding Effect.

This Agreement shall inure to the benefit of and shall be binding upon the City, the Institution, and their successors and assigns.

7.14 Construction Of Words.

The use of the singular form of any word herein shall also include the plural, and vice versa. The use of the masculine, feminine and neuter pronouns for any word herein shall be fully interchangeable.

7.15 Reference To Statutes, Et Cetera.

All references herein to statutes, regulations, rules, executive orders, ordinances, resolutions, notices or circulars issued by any governmental body shall be deemed to include any and all amendments, supplements and restatements from time to time to or of such statutes, regulations, rules, executive orders, ordinances, resolutions, notices and circulars.

7.16 Assignment.

The Institution may not sell, assign or transfer this Agreement or an interest hereunder. The Institution consents to the City's sale, assignment, transfer or other disposition of this Agreement at any time in whole or in part.

7.17 Entire Agreement.

This Agreement and its (sub)exhibits constitute the entire Agreement between the City and the Institution.

7.18 Counterparts.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

In Witness Whereof, The undersigned have executed this Housing Abandonment Prevention Program Financing Agreement as of the date first written above.

Institution,
an _____

By: _____

Its: _____

City of Chicago

By: _____

Its: _____
Commissioner,
Department of Housing

[(Sub)Exhibit "B" referred to in this Housing Abandonment Prevention Program Financing Agreement unavailable at time of printing.]

(Sub)Exhibit "A" referred to in this Housing Abandonment Prevention Program Financing Agreement reads as follows:

(Sub)Exhibit "A".
(To Housing Abandonment Prevention Program Financing Agreement)

Form Of Letter Of Commitment.

[Institution Letterhead]

Receiver

_____

_____

Re: Receiver's Certificate for [property address] (the "Property") [Housing Court Case Number]

Dear _____:

Pursuant to the terms of the Housing Abandonment Prevention Program Financing Agreement dated as of _____, 1994 between the undersigned and the City of Chicago (the "Agreement"), we hereby commit to make available to you, within the time periods set forth below, the following amounts (or such lesser amounts as the Circuit Court of Cook County (the" Court") may approve) in connection with the repairs you are making to the Property, as such repairs are described in the Feasibility Study dated _____, 1994 prepared by [you] with respect to the Property (the "Feasibility Study"):

1. An amount not to exceed $_____ to be used solely for repairs to the Property as are described in the Feasibility Study. Within five business days of our receipt from you of a certificate, in the form of (Sub)Exhibit A-1 hereto, we will pay to you the amount set forth in such certificate; provided, that we will not pay any interest on such amount, even if such interest rate is specified on the Receiver's Certificate issued by you to us in connection with the payment of such amount.

2. The amount of $750 as payment of the base fee. This amount will be paid to you concurrently with the first payment by the undersigned to you described in Item 1 above.

3. A monthly payment of an amount equal to (up to) five percent of the monthly rents collected for each full month in which you have served as the receiver for the Property, provided that such amount shall be paid for any month only if you have delivered to the undersigned, within _____ days of the beginning of such month, (i) a certificate, in the form attached hereto as (Sub)Exhibit B-1, regarding the monthly rents for the Property collected for such month, and (ii) financial statements indicating the monthly revenues and expenses of the Property.

4. A monthly payment of a rehabilitation fee in an amount equal to seven percent of the cost for total repairs or costs incurred or made with respect to the Property in such month, provided, that such payment shall be made (i) only if you are serving as the general contractor for the repairs to the Property for the entire month to which the payment relates, (ii) only to the extent that the repairs or costs described above are repairs or costs set forth in the Feasibility Study, and (iii) only if the undersigned shall receive from you a certificate, in the form attached hereto as (Sub)Exhibit C-1, within fifteen (15) days of the end of such month. This amount shall be paid to you within five (5) business days of receipt by the undersigned of such certificate.

Any payment to be made pursuant to the commitment set forth in this letter is subject to the following conditions: (a) that the Agreement is in effect and has not been terminated; (b) that the Court has approved the amounts for repairs and fees described above; (c) that the Institution and the City have approved the Feasibility Study pursuant to the terms of the Agreement; and (d) that we have received and approved all Receiver's Certificates to be issued with respect to the Property in accordance with the Agreement and the order of the Court authorizing the issuance of such certificates.

Sincerely,

Institution

By: _____

Its: _____

(Sub)Exhibits "A-1", "B-1" and "C-1" referred to in this Letter of Commitment read as follows:

(Sub)Exhibit "A-1".
(To Letter Of Commitment)

Certificate.

The undersigned, as Receiver for the building located at [address of the property] (the "Property"), hereby certifies to the Institution and the City of Chicago that (i) $_____ of repairs or costs were incurred or made with respect to the Property during the month of _____, _____, (ii) all of such repairs or costs were set forth in the Feasibility Study dated _____, _____ prepared by [limited receiver] with respect to the Property (the "Feasibility Study"), and (iii) the amount of such repairs or costs did not cause the aggregate amount of repairs and costs incurred or paid with respect to the Property to exceed the amounts for repairs and costs set forth in the Feasibility Study.

In Witness Whereof, The undersigned has executed this Certificate this _____ day of _____, _____.

[Receiver]

By: _____

Its: _____

(Sub)Exhibit "B-1".
(To Letter Of Commitment)

Certificate.

The undersigned, as Receiver for the building located at [address of the property], hereby certifies to the Institution and the City of Chicago that the rents collected for tenants in such building for the month of _____, _____ equaled $ _____, and further certifies that the undersigned has served as the Receiver for the entire month specified above.

In Witness Whereof, The undersigned has executed this Certificate this _____ day of _____, _____.

[Receiver]

By: _____

Its: _____

(Sub)Exhibit "C-1".
(To Letter Of Commitment)

Certificate.

The undersigned, as Receiver for the building located at [address of the property], (the "Property") hereby certifies to the Institution and the City of Chicago that (i) $ _____ of repairs or costs were incurred or made with respect to the Property during the month of _____, _____, (ii) seven percent (7%) of the amount specified in clause (i) is $ _____, (iii) all of such repairs or costs were set forth in the Feasibility Study dated _____, ____ prepared by [limited receiver] with respect to the Property (the "Feasibility Study"), (iv) the amount of such repairs or costs did not cause the aggregate amount of repairs and costs incurred or paid with respect to the Property to exceed the amounts for repairs and costs set forth in the Feasibility Study, and (v) the undersigned has served as the

general contractor for the repairs to the Property for the entire month specified above.

In Witness Whereof, The undersigned has executed this Certificate this _____ day of _____, _____.

[Receiver]

By: _____

Its: _____

AGREED CALENDAR.

Alderman Burke moved to *Suspend the Rules Temporarily* for the purpose of including in the Agreed Calendar a series of resolutions presented by The Honorable Richard M. Daley, Mayor, and Aldermen Burrell, Bialczak, Banks, Laurino, Bernardini, Levar and Schulter. The motion *Prevailed.*

Thereupon, on motion of Alderman Burke, the proposed resolutions presented through the Agreed Calendar were *Adopted* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Sponsored by the elected officials named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

Presented By

THE HONORABLE RICHARD M. DALEY, MAYOR.

TRIBUTE TO LATE REVEREND BERNARD C. TAYLOR.

WHEREAS, Reverend Bernard C. Taylor, chairman and C.E.O. of Black Expo Chicago and Black Expo U.S.A. died on November 20, 1994, at age forty-six; and

WHEREAS, A south side resident, Reverend Taylor was assistant pastor of Grant Memorial African Methodist Episcopal Church, 4017 South Drexel Boulevard. He was also a community activist who supported minority business development programs since 1969; and

WHEREAS, In 1989, he spearheaded the movement to revive the concept for Black Expo that was begun by the Reverend Jesse L. Jackson in 1967. He subsequently became head of the two newly formed groups, with the City's first Black Expo being held the following year; and

WHEREAS, Reverend Taylor was a graduate of Calumet High School and received a bachelor's degree from Roosevelt University and a masters degree in theology from the Chicago Theological Seminary; and

WHEREAS, He was also an aide to Reverend Jesse L. Jackson in the 1970s. Active in P.U.S.H.'s Operation Breadbasket, he picketed stores to get Black-produced products on the shelves. He also served as director of corporate affairs for the organization's International Trade Bureau. At age twenty-seven, he was named director of the Chicago Chapter of the Southern Christian Leadership Conference. He also was a former director of Trinity-Roseland Community Development Corporation; and

WHEREAS, Reverend Taylor conducted job fairs on the south side from 1978 to 1983, he was president of the Roseland Community Organization, which helped Black homeowners facing foreclosure to keep their homes. In 1992, he created a year-round basketball league to keep young people off the streets; and

WHEREAS, Reverend Taylor is survived by his daughter, Melissa; his father, Willie; three sisters; and a brother; and

WHEREAS, Reverend Taylor had a positive impact on the lives and minds of many and he will always be remembered for his years of dedicated service to the City of Chicago, the church, and for his strong commitment of making Chicago a place where communities work together to plan for the future; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled on this thirtieth day of November, 1994, do hereby recognize and honor Reverend Bernard C. Taylor for his years of dedicated service to the people of Chicago; and

Be It Further Resolved, That suitable copies of this resolution be presented to the family of Reverend Bernard C. Taylor as a token of our esteem.

NATIONAL CONFERENCE OF STATE LEGISLATURES REQUESTED TO CONSIDER SELECTING CHICAGO AS HOST CITY FOR 2000 N.C.S.L. ANNUAL MEETING.

WHEREAS, The National Conference of State Legislatures ("N.C.S.L.") is a national association of state legislators and legislative staff, organized to improve the quality and effectiveness of state legislatures, to ensure states a strong, cohesive voice in the federal decision-making process, and to foster interstate communication and cooperation; and

WHEREAS, N.C.S.L. is currently considering proposals from cities, including the City of Chicago, interested in acting as host to the 2000 N.C.S.L. Annual Meeting; and

WHEREAS, The 2000 N.C.S.L. Annual Meeting is expected to attract thousands of delegates and guests, and to generate significant economic activity in its host city, including construction jobs, opportunities for service and retail businesses; and

WHEREAS, The City of Chicago is one of the nation's foremost sites for conventions and business meetings; and

WHEREAS, By reason of its location and accessibility to travelers, its modern convention and meeting facilities, its broad spectrum of fine hotels and restaurants, its superb cultural amenities, its beautiful lakefront, parks and recreational facilities, its wide array of entertainment, and its

experience in hosting large conventions and expositions, the City of Chicago is an excellent site for the 2000 N.C.S.L. Annual Meeting; and

WHEREAS, Recognizing the economic benefits of the 2000 N.C.S.L. Annual Meeting to its host city, and the suitability of the City of Chicago for that role, a bipartisan committee of business, civic and political leaders has prepared a presentation for the N.C.S.L. Executive Committee and Annual Meeting and Seminars Subcommittee, in order to secure the selection of the City of Chicago as host city for the 2000 N.C.S.L. Annual Meeting; and

WHEREAS, It is appropriate that the City Council express its support for the selection of the City of Chicago as host city for the 2000 N.C.S.L. Annual Meeting; now, therefore,

Be It Resolved, That we, the Mayor and the City Council of the City of Chicago, assembled this thirtieth day of November, 1994, do hereby request the National Conference of State Legislatures to consider and select the City of Chicago as host city for the 2000 N.C.S.L. Annual Meeting; and

Be It Further Resolved, That suitable copies of this resolution be presented to the N.C.S.L. Executive Committee and Annual Meeting and Seminars Subcommittee.

Presented By

ALDERMAN BEAVERS (7th Ward):

TRIBUTE TO LATE MRS. EDNA VIRGINIA WOODS IRBY.

WHEREAS, God in his infinite wisdom has called to her eternal reward Edna Virginia Woods Irby, beloved citizen and friend; and

WHEREAS, Born in Tuscaloosa, Alabama, November 27, 1915, Edna Virginia Woods Irby has been a Chicago resident since 1946 and here raised her family toward wonderful, productive lives. Her older daughter, Mrs. Lean Woods Turner, now retired, was for many years a dietician with the University of Oregon Health Sciences Hospital; her younger daughter is now Cook County Circuit Court Judge Edna Turkington Viktora; and

WHEREAS, When her daughters entered adulthood, Edna Virginia Woods Irby became a bindery worker for Wicklander's Printing Company in Chicago. A member of the Graphic Communications International Union, she remained with the company for almost two decades until her retirement in 1986; and

WHEREAS, Edna Virginia Woods Irby was always a vital and active member of her grateful south side community and especially with Saint Mark United Methodist Church, where she was president of the John M. Redomond Circle of the United Methodist Women from 1990 to November, 1994, and following her resignation she remained an office volunteer and church assistant. In 1992 she served as senior advisor to the Citizens to Elect Edna Turkington Judge, and her enthusiastic support of her daughter was inspiring. She was also an active member of the Tuscaloosa Reunion Club in which several generations of Tuscaloosans from many cities and diverse walks of life gathered together annually in mutual subsistence; and

WHEREAS, A person of great religious conviction all her life, filled with a gift of compassion and concern for others, Edna Virginia Woods Irby has been for the past twenty years a member of Saint Mark United Methodist Church, where a special celebration of her life took place on the seventy-ninth anniversary of her birth, Sunday, November 27, 1994; and

WHEREAS, Besides her daughters, Edna Virginia Woods Irby leaves to mourn her sister, Bassie Mae Snell; her niece, Willie L. Smart of Columbus, Georgia; a son-in-law, Attorney Philip R. Viktora of Chicago; three grandchildren, Elizabeth Edna Chineworth, Michael Ward Turner and Gail Sue Turner; and one great-grandchild, Heidi Elizabeth Turner; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly this thirtieth day of November, 1994, do hereby express our sorrow on the passing of Edna Virginia Woods Irby, and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Edna Virginia Woods Irby.

Presented By

ALDERMAN DIXON (8th Ward):

TRIBUTE TO LATE REVEREND BERNARD CLIFTON TAYLOR.

WHEREAS, Bernard Clifton Taylor, the eldest of seven children, born August 27, 1948 to Willie Lee Taylor, Sr. and the late Annie Mae Taylor; and

WHEREAS, Bernard Clifton Taylor received his master of theology from Chicago Theological Seminary, one of the Cluster Schools of the University, Chicago, Illinois, and a bachelor of arts in sociology from Roosevelt University, Chicago, Illinois; and

WHEREAS, Bernard Clifton Taylor at an early age confessed Jesus Christ as his personal savior, then baptized at Christ Cathedral Church of Christ (Holiness) U.S.A., Chicago, Illinois. As an adult he joined Grant Memorial African Methodist Episcopal Church (A.M.E.) where he became associate pastor; and

WHEREAS, Bernard Clifton Taylor became a community activist at the early age of fourteen, as an employee that boycotted National Tea Company because of its refusal to sell Black products. This experience began a lifelong work to develop the economic stability of African American businesses, believing strongly in the power of knowledge; and

WHEREAS, Bernard Clifton Taylor spoke fluently and freely on topics such as: the state of Black businesses in America, African American entrepreneurs, the political and social impact of voting for African Americans, the effect violence has on lives and businesses in the African American community, the necessity of Black mentors, and AIDS in the African Amerian community; and

WHEREAS, Bernard Clifton Taylor, one of the nation's premier entrepreneurial advocates for minority business development, served as chairman and chief executive officer of Black Expo Chicago and National Black Expo, serving on the board of directors of the University of Illinois School of Business and Prevention Resource Center and longtime member and supporter of Operation P.U.S.H. and member of the N.A.A.C.P.; and

WHEREAS, Bernard Clifton Taylor, being Godly influenced, a true soldier, faithful and committed to his belief, departed this life November 20, 1994. His life was a testimony of his own words and had a positive influence on all those who knew him; now, therefore,

Be It Resolved, That the City Council of the City of Chicago hereby recognizes the achievements and contributions of Reverend Bernard Clifton Taylor and salutes his life and legacy that inspired and comforted those who crossed his path; and

Be It Further Resolved, That suitable copies of this resolution be made available to the family of Reverend Bernard Clifton Taylor.

TRIBUTE TO LATE MR. CHARLES H. THREAT.

WHEREAS, Charles H. Threat was born December 31, 1942 to John W. and Flossie Threat; and

WHEREAS, Charles H. Threat received his formal education in the Muskagee Public Schools, graduating from Manual Training High School in 1961, continuing his education at Langston University, receiving a masters degree from Governor State University in Inter-City Studies; and

WHEREAS, Charles H. Threat received Jesus Christ as his personal savior at an early age at Shiloh Baptist Church, under Reverend Turner; and

WHEREAS, Charles H. Threat's teaching career started in Arizona, teaching on Indian reservations, there he met and married his loving wife, Emma Nelson; and

WHEREAS, Charles H. Threat and Emma later moved to Chicago, Illinois and for twenty-eight years Charles taught at Gregory Elementary School; and

WHEREAS, Charles H. Threat loved working with children, having a kind word for everyone he met, departed this life November 7, 1994; now, therefore,

Be It Resolved, That the City Council of the City of Chicago hereby recognizes the achievements and the contributions of Charles H. Threat and salutes his life and legacy that inspired and comforted those who crossed his path; and

Be It Further Resolved, That suitable copies of this resolution be made available to the family of Charles H. Threat.

Presented By

ALDERMAN HUELS (11th Ward):

TRIBUTE TO LATE MR. THOMAS P. CONNORS.

WHEREAS, Thomas P. Connors, who retired from the Chicago Fire Department, passed away on Sunday, November 6, 1994 at the age of eighty; and

WHEREAS, Thomas P. Connors, dearly beloved husband of Frances Suchy Connors; and

WHEREAS, Thomas P. Connors, devoted son of the late John and Nora; and

WHEREAS, Thomas P. Connors, loving brother of James (Shirley), Mary (the late Arthur) Salzman, the late John (the late Margaret), the late Francis, the late Patrick (Menetta) and the late William (Evelyn); and

WHEREAS, Thomas P. Connors, fond uncle and great-uncle of many nieces and nephews; and

WHEREAS, Thomas P. Connors, cherished friend of Fuzzy and Stella Nawrocki; and

WHEREAS, Thomas P. Connors, treasured friend of many and a good neighbor to all, he will be greatly missed by his many friends, family members and associates; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this thirtieth day of November in 1994, do hereby extend to the family of the late Thomas P. Connors our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Thomas P. Connors.

TRIBUTE TO LATE MRS. JENNIE NAINIS GRIGUTIS.

WHEREAS, Jennie Nainis Grigutis passed away on Monday, November 14, 1994 at the age of seventy; and

WHEREAS, Jennie Nainis Grigutis, dearly beloved wife of the late Felix B. Grigutis; and

WHEREAS, Jennie Nainis Grigutis, devoted mother of Albert (Judy) and Barbara (Joe) O'Connor; and

WHEREAS, Jennie Nainis Grigutis, loving grandmother of eight and great-grandmother of two; and

WHEREAS, Jennie Nainis Grigutis, dear sister of William (Dodie) Nainis, M.D., and the late Emily (the late Walter) Yodeka; and

WHEREAS, A cherished friend of many and a good neighbor to all, Jennie Nainis Grigutis will be greatly missed by her many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this thirtieth day of November in 1994, do hereby extend to the family of the late Jennie Nainis Grigutis our deepest condolences and most heartfelt sympathies upon their loss; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Jennie Nainis Grigutis.

TRIBUTE TO LATE MR. CHARLES P. HUBBARD.

WHEREAS, Charles P. Hubbard, who retired from the Chicago Fire Department, passed away on Friday, November 4, 1994 at the age of sixty-nine; and

WHEREAS, Charles P. Hubbard, devoted son of Marion and Charles B. Hubbard; and

WHEREAS, Charles P. Hubbard, dear brother of Rita (the late John) Petru; and

WHEREAS, Charles P. Hubbard, longtime and cherished friend of Wally McLain; and

WHEREAS, Charles P. Hubbard, a treasured friend of many and a good neighbor to all, will be greatly missed by his many family members, friends and associates; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this thirtieth day of November in 1994, do hereby extend to the family of the late Charles P. Hubbard our deepest condolences and most heartfelt sympathies; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Charles P. Hubbard.

TRIBUTE TO LATE MR. FRANK A. RINELLA.

WHEREAS, Frank A. Rinella passed away on Saturday, November 5, 1994 at the age of seventy-two; and

WHEREAS, Frank A. Rinella, beloved husband of Violet (nee Kirsch); and

WHEREAS, Frank A. Rinella, dear father of Marlene (Bart) Bartucci, Annette LaPapa, Marcella (Peter) Nowinski and Richard (Patricia); and

WHEREAS, Frank A. Rinella, loving grandfather of thirteen; and

WHEREAS, Frank A. Rinella, fond brother of Rose (the late Frank) Purpura and the late Charles Pusateri; and

WHEREAS, Frank A. Rinella, a cherished friend of many and a good neighbor to all, he will be greatly missed by his many friends, family members and associates; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this thirtieth day of November in 1994, do hereby extend to the family of the late Frank A. Rinella our deepest condolences and most heartfelt sympathies; and

Be It Further Resolved, That a suitable copy of this resolution be made available to the family of the late Frank A. Rinella.

DEDICATION OF VICKIE MARIE KUCINSKI-ROSEBETH MURPHY PLAYLOT IN HONOR OF LATE VICKIE MARIE KUCINSKI AND ROSEBETH MURPHY.

WHEREAS, On Saturday, December 3, 1994, residents of the McKinley

Park community will gather at the 33rd Place Playlot at 11:00 A.M. to honor the memory of two of their fellow residents, Vickie Marie Kucinski and Rosebeth Murphy; and

WHEREAS, Beginning Saturday, December 3, 1994, the 33rd Place Playlot will henceforth be known as the Vickie Marie Kucinski-Rosebeth Murphy Playlot; and

WHEREAS, The renaming of this site is in recognition of the tragic and untimely deaths of these two young women; and

WHEREAS, It is most appropriate and fitting that this facility, which is intended for use by the children of this community, be renamed in their honor; and

WHEREAS, Both lifelong parishioners of Our Lady of Good Counsel Parish, each of these young women made valuable and enduring contributions to improving the quality of life for the young adults of the community through their volunteer work at Our Lady of Good Counsel's Teen Center; and

WHEREAS, The memory of Vickie Marie's leadership and Rosebeth's volunteerism will live on in the Vickie Marie Kucinski-Rosebeth Murphy Playlot, which will become a lasting example of service to others; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this thirtieth day of November in 1994, do hereby extend to the families of the late Vickie Marie Kucinski and Rosebeth Murphy our deepest condolences upon their losses; and

Be It Further Resolved, That suitable copies of this resolution be made available to the Kucinski and Murphy families.

Presented By

ALDERMAN FARY (12th Ward):

TRIBUTE TO LATE MR. LEONARD J. KURZAWSKI.

WHEREAS, God the Almighty in his infinite wisdom has called Leonard J. Kurzawski to his eternal reward at the young age of thirty; and

WHEREAS, Leonard J. Kurzawski was an extremely kind and very generous young man to all who had known and loved him; and

WHEREAS, Leonard J. Kurzawski, beloved son of the late Leonard W. and the late Judith (nee Glow), loving brother of Mark (Amy), dearest Canadian parents, Pat and Ken, fond godfather of JoAnne Glow and Haley Rose Snyder and cousin of many; and

WHEREAS, Leonard J. Kurzawski was a graduate of Saint Laurence High School and The University of Illinois at Chicago; and

WHEREAS, Leonard J. Kurzawski was a dedicated sportsman and devoted coach, applying his talents to improve the game of youth hockey; and

WHEREAS, Leonard J. Kurzawski began his hockey career at the tender age of six. This career produced many accomplishments and achievements including several state championship titles; and

WHEREAS, The Kurzawski family is one of the most distinguished families in the greater Chicagoland area; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this thirtieth day of November, 1994 A.D., do hereby mourn the death of Leonard J. Kurzawski, and may we also extend our deepest sympathy to his family; and

Be It Further Resolved, That a suitable copy of this resolution be made available for the family of Leonard J. Kurzawski.

Presented By

ALDERMAN BURKE (14th Ward):

TRIBUTE TO LATE MRS. ANNIE YOUNG EDWARDS.

WHEREAS, Almighty God in his infinite wisdom has called Annie Young Edwards to her eternal reward at the age of sixty-four; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Mrs. Edwards was one of eight children born to Walter and Luberta Young; and

WHEREAS, Mrs. Edwards received her formal education through the Chicago Public School system and graduated from Farren Elementary School and Dunbar Vocational High School; and

WHEREAS, Mrs. Edwards was a gifted seamstress, whose talent, insight and professionalism were instantly noticed by friends and clients alike; and

WHEREAS, Mrs. Edwards was raised in a Christian home and accepted Christ at an early age; and

WHEREAS, Mrs. Edwards learned the value of good parenting from her own parents, and passed this lesson on to her own children; and

WHEREAS, Mrs. Edwards was a selfless person, who was always available to help those in need; and

WHEREAS, Mrs. Edwards' hard work, sacrifice and dedication should serve as an example and inspiration to all; and

WHEREAS, Mrs. Edwards was a loving and devoted mother to her children, Reginald, Ronald, Derrick, Michael, Sandra, Keith and Karen, to whom she passed on many of the same fine qualities she herself possessed in abundance; and

WHEREAS, Her love of life and her ability to live it to the fullest endeared Mrs. Edwards to her family members, friends and all who knew her, and enabled her to enrich their lives in ways they will never forget; and

WHEREAS, Mrs. Edwards will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirtieth day of November, 1994, do hereby commemorate Annie Young Edwards for her fruitful life and do hereby extend our most sincere condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Annie Young Edwards.

TRIBUTE TO LATE MRS. EDNA VIRGINIA WOODS IRBY.

WHEREAS, Almighty God in his infinite wisdom has called Edna Virginia Woods Irby to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Mrs. Irby was an inspirational woman, whose presence will be sorely missed; and

WHEREAS, Mrs. Irby was a devoted and loving mother to her children and passed on to them many of the same fine qualities she herself possessed in abundance; and

WHEREAS, Mrs. Irby learned the value of good parenting from her loving parents and passed this lesson on to her children; and

WHEREAS, Her love of life and her ability to live it to the fullest endeared Mrs. Irby to her family members, friends and all who knew her, and enabled her to enrich their lives in ways they will never forget; and

WHEREAS, Mrs. Irby will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirtieth day of November, 1994, do hereby commemorate Edna Virginia Woods Irby for her fruitful life and do hereby extend our most sincere condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Edna Virginia Woods Irby.

TRIBUTE TO LATE MR. HARLAN H. RIGNEY.

WHEREAS, Almighty God in his infinite wisdom has called Harlan H. Rigney to his eternal reward at the age of sixty-one; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Mr. Rigney was a farmer and a Republican all his life; and

WHEREAS, Mr. Rigney served in the Illinois House from 1973 to 1983 and in the Senate from 1983 to 1993; and

WHEREAS, As a State Senator, Mr. Rigney represented the 35th District; and

WHEREAS, Mr. Rigney spent forty years farming several hundred acres of the well-known Rigney family farm; and

WHEREAS, Mr. Rigney served on the Agriculture Committees in both the House and the Senate and was also on the Senate Revenue Committee; and

WHEREAS, As an Illinois legislator, Mr. Rigney was a vocal spokesman for the interests of farmers; and

WHEREAS, Mr. Rigney's hard work, sacrifice and dedication should serve as an example to all; and

WHEREAS, Mr. Rigney was a devoted husband to his wife, Maggie and a loving and devoted father to his children, Thomas, Timothy and Tammy, to whom he passed on many of the same fine qualities he himself possessed in abundance; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Mr. Rigney to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Mr. Rigney will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirtieth day of November, 1994, do hereby commemorate Harlan H. Rigney for his fruitful life and do hereby extend our most sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Harlan H. Rigney.

TRIBUTE TO LATE MRS. VIOLA SPOLIN.

WHEREAS, Almighty God in his infinite wisdom has called Viola Spolin to her eternal reward at the age of eighty-eight; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Mrs. Spolin was a pioneer in the field of the arts, whose work in creating improvisational theater in Chicago led to the creation of the Second City comedy troupe and the Chicago style of ensemble theater; and

WHEREAS, Mrs. Spolin was a legendary improvisation originator whose interest in the way children and adults play simple street games led to her development of similar techniques for training actors; and

WHEREAS, If not for Mrs. Spolin, there would have been no Second City and no "Saturday Night Live"; and

WHEREAS, Mrs. Spolin is the author of the theater text *Improvisation For The Theater*, which is the preferred text on improvisation; and

WHEREAS, Mrs. Spolin had her own theater company called The Young Actors Company in Los Angeles; and

WHEREAS, Mrs. Spolin later operated her own school, the Recreational Training Center, where she taught traditional games, folk dancing and how to run group activities; and

WHEREAS, Mrs. Spolin was also a former faculty member of Columbia College's theater department; and

WHEREAS, Mrs. Spolin's hard work, sacrifice and dedication should serve as an example and inspiration to all; and

WHEREAS, Mrs. Spolin was a loving and devoted mother to her sons, Paul Sills and William Paul Sills, to whom she passed on many of the same fine qualities she herself possessed in abundance; and

WHEREAS, Her love of life and her ability to live it to the fullest endeared Mrs. Spolin to her family members, friends and all who knew her, and enabled her to enrich their lives in ways they will never forget; and

WHEREAS, Mrs. Spolin will be deeply missed, but the memory of her character, intelligence and compassion will live on in those who knew and loved her; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirtieth day of November, 1994, do

hereby commemorate Viola Spolin for her fruitful life and do hereby extend our most sincere condolences to her family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Viola Spolin.

TRIBUTE TO LATE REVEREND BERNARD C. TAYLOR.

WHEREAS, Almighty God in his infinite wisdom has called Reverend Bernard C. Taylor to his eternal reward at the age of forty-six; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Reverend Taylor was chairman and chief executive officer of Black Expo Chicago, Inc.; and

WHEREAS, Reverend Taylor helped revive the annual African American trade show at McCormick Place in 1990, boosting the number of exhibitors from 150 to 600 and attendees from 50,000 to 200,000; and

WHEREAS, Black Expo is designed to give African American business owners a chance to network with corporations and with each other and to showcase their products to the public; and

WHEREAS, Reverend Taylor was an associate pastor of Grant African Methodist Episcopal Church; and

WHEREAS, Reverend Taylor worked for Operation P.U.S.H. in its ministerial division and as a personal aide to Operation P.U.S.H. founder Reverend Jesse Jackson; and

WHEREAS, In 1976, Reverend Taylor headed the Chicago chapter of the Southern Christian Leadership Conference; and

WHEREAS, In the 1980s, Reverend Taylor was a compliance officer who dealt with equal opportunity grants at the Chicago Board of Education; and

WHEREAS, In 1993, Reverend Taylor organized a trip to Haiti with Reverend Jesse Jackson and Reverend James Demus and reported their findings to President Clinton; and

WHEREAS, Reverend Taylor's hard work, sacrifice and dedication should serve as an example and inspiration to all; and

WHEREAS, Reverend Taylor was a loving and devoted father to his daughter, Melissa, to whom he passed on many of the same fine qualities he himself possessed in abundance; and

WHEREAS, His love of life and his ability to live it to the fullest endeared Reverend Taylor to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; and

WHEREAS, Reverend Taylor will be deeply missed, but the memory of his character, intelligence and compassion will live on in those who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirtieth day of November, 1994, do hereby commemorate Reverend Bernard C. Taylor for his fruitful life and do hereby extend our most sincere condolences to his family; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of Reverend Bernard C. Taylor.

CONGRATULATIONS EXTENDED TO MR. MICHAEL G. HUGHES ON HIS RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

WHEREAS, Michael G. Hughes had announced his retirement from the Chicago Police Department after twenty-eight years of service; and

WHEREAS, The Chicago City Council has been informed of this momentous event by Alderman Edward M. Burke; and

WHEREAS, Mr. Hughes was appointed on March 28, 1966 and announced his retirement on April 16, 1994; and

WHEREAS, Mr. Hughes had served with the 3rd District, the 1st District, the 22nd District and the 10th District; and

WHEREAS, Mr. Hughes' dedication and loyalty was awarded with a department commendation, thirty-three honorable mentions and two complimentary letters; and

WHEREAS, Throughout his long and distinguished career, Mr. Hughes had exhibited the utmost integrity and bravery; and

WHEREAS, Through his hard work, sacrifice and dedication, Mr. Hughes has proven himself to be a man worthy of imitation and emulation; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirtieth day of November, 1994, do hereby congratulate Michael G. Hughes on his retirement from the Chicago Police Department, after twenty-eight years of service; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Michael G. Hughes.

CONGRATULATIONS EXTENDED TO THE HONORABLE JAMES CUNNINGHAM MURRAY, SR. ON HIS RETIREMENT AS JUSTICE OF ILLINOIS APPELLATE COURT.

WHEREAS, On November 30, 1994, a celebration will take place honoring The Honorable Justice James C. Murray, Sr., who is retiring from the Illinois Appellate Court; and

WHEREAS, The Honorable Justice Murray, Sr. was appointed justice of the Illinois Appellate Court in December of 1985; and

WHEREAS, The Honorable Justice Murray, Sr. had been elected judge of the Circuit Court of Cook County in 1970 and served until his appointment to the Appellate Court in 1985; and

WHEREAS, The Honorable Justice Murray, Sr. was elected to the United States Congress, as a representative for the 3rd District of Illinois in 1955, and served as a member of the House Appropriations Committee; and

WHEREAS, The Honorable Justice Murray was elected alderman for the 18th Ward in 1959, and served as president pro tempore of the City Council as well as vice-chairman of the Finance Committee; and

WHEREAS, Honorable Justice Murray, Sr. was a first assistant state's attorney for Cook County from 1969 to 1970; and

WHEREAS, Over the course of his distinguished and accomplished career, The Honorable Justice Murray, Sr. authored over three hundred articles of legal writing, consisting of attorney general opinions, state's attorney opinions, United States Supreme Court briefs, Illinois Supreme Court briefs, United States Court of Appeals briefs, Illinois Appellate Court briefs, the Chicago Fair Housing Ordinance and other legislation; and

WHEREAS, During the course of his eventful career, The Honorable Justice Murray, Sr. earned many accolades, among them were the Chicago Human Relations Award in 1976, The Celtic Lawyer of the Year Award in 1985, and in 1991, he was chosen to be the Grand Marshall of the 1991 Saint Patrick's Day Parade; and

WHEREAS, The Honorable Justice Murray, Sr. deserves to be proud of his long and impressive career, and be assured that he has set an example and blazed a trail for all to follow; and

WHEREAS, The Honorable Justice Murray, Sr. has devoted his career to the public sector and has proven himself to be worthy of the admiration of his colleagues and constituents alike; and

WHEREAS, The Honorable Justice Murray, Sr. has established himself to be a person of the utmost integrity and of the highest legal standards; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirtieth day of November, 1994, do hereby congratulate The Honorable James Cunningham Murray, Sr. on the occasion of his retirement as Justice of the Illinois Appellate Court, and do hereby wish The Honorable James Cunningham Murray, Sr. much success in the years to come; and

Be It Further Resolved, That a suitable copy of this resolution be presented to The Honorable James Cunningham Murray, Sr..

CONGRATULATIONS EXTENDED TO MR. LEON N. STILES, JR. ON HIS SUCCESSFUL CAREER WITH OFFICE OF CORPORATION COUNSEL.

WHEREAS, Leon N. Stiles, Jr. has announced his resignation from the Office of the Corporation Counsel; and

WHEREAS, The Chicago City Council has been informed of this event by Alderman Edward M. Burke; and

WHEREAS, Mr. Stiles has served as assistant corporation counsel for the City of Chicago, in the Torts Division, Worker's Compensation Unit and Law Division; and

WHEREAS, Mr. Stiles was an assistant state's attorney in the Cook County State's Attorney Office, before joining the Corporation Counsel in 1989; and

WHEREAS, Mr. Stiles had worked in the Criminal Appeals, Traffic Division, Municipal Prosecutions and the Felony Narcotics Court, while with the State's Attorney's Office; and

WHEREAS, Mr. Stiles has had an impressive legal career with the Corporation Counsel, and his presence will be missed; and

WHEREAS, Throughout his long and distinguished career, Mr. Stiles had maintained a high level of integrity and professionalism; and

WHEREAS, Through his hard work, sacrifice and dedication, Mr. Stiles has proven himself to be a man worthy of imitation and emulation; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirtieth day of November, 1994, do hereby congratulate Leon N. Stiles, Jr. on a fine career with the Corporation Counsel, and do hereby wish him much success in the years to come; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Leon N. Stiles, Jr..

UNITED STATES SECRETARY OF TRANSPORTATION FEDERICO PENA URGED TO APPROVE CODESHARING AGREEMENT BETWEEN LOT POLISH AIRLINES AND AMERICAN AIRLINES.

WHEREAS, Chicago is home to one of the largest Polish populations outside of the new Democratic Poland; and

WHEREAS, All Chicagoans supported the establishment of a Democracy in Poland and hosted a historic visit by its freedom fighter and President, Lech Walensa; and

WHEREAS, Businesses in Chicago and the Midwest benefit from trade established between the United States and Poland; and

WHEREAS, Chicago is privileged to have direct nonstop air transportation to Warsaw via LOT Polish Airlines; and

WHEREAS, LOT Polish Airlines and American Airlines have reached a codesharing agreement which will ease travel by visiting Polish business representatives and tourists who fly to destinations beyond Chicago; and

WHEREAS, The agreement between LOT Polish Airlines and American Airlines must be approved by Secretary Federico Pena of the United States Department of Transportation; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirtieth day of November, 1994, do hereby urge Secretary Pena to approve the codesharing agreement between LOT Polish Airlines and American Airlines; and

Be It Further Resolved, That a suitable copy of this resolution be sent to United States Transportation Secretary Federico Pena in Washington, D.C..

Presented By

ALDERMAN RUGAI (19th Ward):

CONGRATULATIONS EXTENDED TO OFFICER ROBERT J. CARTEN ON HIS RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

WHEREAS, Officer Robert J. Carten has announced his retirement after twenty-two years of dedicated service with the Chicago Police Department; and

WHEREAS, The Chicago City Council has been informed of this occasion by Alderman Rugai; and

WHEREAS, Officer Carten began his career with the Chicago Police Department on November 20, 1972, receiving his first assignment to the 22nd District; and

WHEREAS, Officer Carten has also faithfully served Districts 6, 3, 9 and 7 during his career and in so doing he has received twenty-one honorable mentions and seven complimentary letters; and

WHEREAS, Officer Carten, throughout his career, upheld the finest traditions of the Chicago Police Department and is respected for his character, intelligence and courage by all who served with him; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting assembled this thirtieth day of November, 1994, do hereby congratulate and pay tribute to Officer Robert J. Carten for his many years of devoted service to the citizens of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Officer Robert J. Carten.

Presented By

ALDERMAN MUNOZ (22nd Ward):

CONGRATULATIONS EXTENDED TO GREATER MOUNT PLEASANT MISSIONARY BAPTIST CHURCH ON ITS THIRTY-SEVENTH ANNIVERSARY.

WHEREAS, Greater Mount Pleasant Missionary Baptist Church was founded on November 10, 1957 by the Reverend J. P. White; and

WHEREAS, The ground breaking for its present location, 1725 South Kildare Avenue, took place in June of 1964; and

WHEREAS, Greater Mount Pleasant Missionary Baptist Church and Reverend J. P. White celebrated thirty-seven years on November 9 through November 11, 1994; and

WHEREAS, The growth of Greater Mount Pleasant's membership has coincided with the exceptional growth of the surrounding neighborhood as well as the 22nd Ward; and

WHEREAS, The spiritual leadership of Reverend J. P. White and the Greater Mount Pleasant family have been a beacon for life and a guidance to all seeking spiritual peace; now, therefore,

Be It Resolved, That on this day, Wednesday, November 30, 1994, the Mayor and the Chicago City Council, join in wishing Greater Mount Pleasant and Reverend J. P. White a happy thirty-seventh anniversary and hoping that the next thirty-seven years will be as successful and fruitful; and

Be It Further Resolved, That the City Clerk provide a suitable copy of this resolution to the Greater Mount Pleasant congregation.

Presented By

ALDERMAN MILLER (24th Ward):

CONGRATULATIONS EXTENDED TO MRS. ANN JOYNER FOR HER OUTSTANDING COMMUNITY SERVICE.

WHEREAS, Citizenship began as the privilege of participating in the affairs of the community; and

WHEREAS, Mrs. Ann Joyner moved into the 24th Ward in 1946 and began raising her children, Andrea and Kenneth; and today, an outstanding citizen, she proudly boasts of four grandchildren and one great-grandchild; and

WHEREAS, In 1946, at that time, no community organization or block club existed in the area; and

WHEREAS, As the community began to integrate, Ann began implementing her organizational skills with the development of a block club; and

WHEREAS, Her successive years that followed were filled with commitment and dedication, as well as many awards which include the "You Are First Award", 1950s by the First National Bank; "Health Advocate", 1975 by the Fantus Health Center, Cook County Hospital; "Service Recognition", 1979 by Black Physicians Association of Cook County Hospital; "Senior Of The Year", 1980 by the Non-Denominational Church; "Twenty Years Of Service", 1987 by Lawndale People's Planning and Action Conference; "Health Activist", 1989 by the National Board of Health Conference; "Community Service" by the Coalition Against Hunger for thirty years of dedicated service; and "Ten Years Of Outstanding Leadership", 1994 by the Lawndale Christian Health Center; and

WHEREAS, Mrs. Joyner has continued to date to demonstrate her commitment and dedication; and

WHEREAS, On Saturday, October 22, 1994, the residents of the 24th Ward unveiled and celebrated that portion of South Troy Street, from West Fillmore Street to West Cermak Road, to be named in honor of Mrs. Ann Joyner; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled here this thirtieth day of November, 1994, do hereby express our congratulations and gratitude for her outstanding commitment and dedication to her family, the 24th Ward and the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Ann Joyner and family.

Presented By

ALDERMAN BURRELL (29th Ward):

TRIBUTE TO LATE MR. CORNELIUS DILLON.

WHEREAS, It has been the will of the Almighty God to remove from our community our friend, Cornelius Dillon; and

WHEREAS, Cornelius' warm, kind and fun-loving spirit will be missed by his family and friends; now, therefore,

Be It Resolved, That we, the alderman, staff and twenty-ninth ward community do join the family in grief, and do commend them to the Master, who has promised comfort in the moment needed,

The best of friends must sometimes part
And yet we do not see,
The hand of God writing still
from eternity;
For us it is trying to understand
That our friends must go,
But in the final resurrection
All of us will know;
In our parting there is a blessing
That we do not see,
The ones that leave us here
Are better off than we,

Be It Further Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirtieth day of November, 1994, A.D., do hereby mourn his passing and extend our sincerest condolences to his loved ones; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the family of the late Cornelius Dillon.

Presented By

ALDERMAN BIALCZAK (30th Ward):

CONGRATULATIONS EXTENDED TO HIS EMINENCE JOSEPH CARDINAL BERNARDIN ON RECEIVING 1994 PRESIDENTIAL AWARD FROM POLISH WELFARE ASSOCIATION.

WHEREAS, Each year the officers and board of directors of the Polish Welfare Association grant their Presidential Award to a person who has shown special affection and concern for the 900,000 citizens of Polish heritage who make up the Polish community in Chicago; and

WHEREAS, This year's recipient of the prestigious Presidential Award is His Eminence Joseph Cardinal Bernardin, Archbishop of Chicago, whose vigorous support of all ethnic groups and organizations is so widely recognized. The Presidential Award affords the Polish Welfare Association to express sincere gratitude to a great religious leader for his lifetime of dedication to sound Christian principles and to the care of his fellow man; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirtieth day of November, 1994, A.D., do hereby pay tribute to His Eminence Joseph Cardinal Bernardin, recipient of the 1994 Presidential Award from the Polish Welfare Association, and extend to this great leader our very best wishes; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to His Eminence Joseph Cardinal Bernardin and to the Polish Welfare Association.

Presented By

ALDERMAN BANKS (36th Ward):

CONGRATULATIONS EXTENDED TO STATE CHAMPIONSHIP CHEERLEADING TEAM FROM SHABBONA PARK ON REPRESENTING ILLINOIS IN UPCOMING NATIONAL CHEERLEADING COMPETITIONS.

WHEREAS, The twenty-two member cheerleading team from Shabbona

Park has been a consistent source of pride to this great City of Chicago, first winning the Citywide Cheerleading Championship for 1994, and then climbing to championship status in this year's statewide competitions; and

WHEREAS, Now these fine young people will go on to California to represent Shabbona Park, the City of Chicago and the State of Illinois in the National Cheerleading Competitions; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirtieth day of November, 1994, A.D., do hereby extend our congratulations and best wishes to the twenty-two member Shabbona Park Cheerleading Team, as these champions leave for California to represent their proud home town and state in the National Cheerleading Competitions. May they return to us as the champions we know them to be; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Shabbona Park Cheerleading Team.

Presented By

ALDERMAN LAURINO (39th Ward):

TRIBUTE TO LATE MRS. MARILYN L. NOWAKOWSKI.

WHEREAS, God in his infinite wisdom has called to her eternal reward Marilyn L. Nowakowski, beloved citizen and friend; and

WHEREAS, Marilyn L. Nowakowski was a devoted family member and highly visible in her community through her generous spirit and warm personality; and

WHEREAS, Marilyn L. Nowakowski leaves to mourn her husband, Richard; their daughter, Kimberly; her mother, Mrs. Matthew Deleskiewicz, other family members and many friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirtieth day of November, 1994, A.D., do hereby express our sorrow on the death of Marilyn L. Nowakowski, and extend to her family and friends our deepest sympathies; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Marilyn L. Nowakowski.

CONGRATULATIONS EXTENDED TO MR. RUDOLPH ZDENEK ON HIS ONE HUNDREDTH BIRTHDAY.

WHEREAS, Rudolph Zdenek, a resident of the Bohemian Home for the Aged, 5061 North Pulaski Road, located in the great 39th Ward of the City of Chicago, observed his one hundredth birthday last April; and

WHEREAS, Rudolph Zdenek was born in Czechoslovakia on April 17, 1894. He came to Chicago at an early age, and fought honorably for the United States in World War I. Married for many years to the former Rose Bernasek, retired after his careers as a tailor and as a truck driver, and lived for two decades in Union Pier, Michigan; and

WHEREAS, Rudolph Zdenek, now widowed, celebrates the gift of a long and fruitful life with his only son, four grandchildren, nine great-grandchildren, and many friends; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this thirtieth day of November, 1994, A.D., do hereby extend our congratulations to Rudolph Zdenek on the occasion of reaching his one hundredth birthday, as well as our best wishes for many years of happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Rudolph Zdenek.

Presented By

ALDERMAN BERNARDINI (43rd Ward):

CONGRATULATIONS EXTENDED TO MR. DAVID J. ROSSO FOR HIS CONTRIBUTIONS TO CITY OF CHICAGO.

WHEREAS, David J. Rosso has been a distinguished attorney in the City of Chicago and legal advisor to the Consulate General of Italy; and

WHEREAS, In that capacity, he has played a prominent and particularly dynamic role within numerous prestigious institutions interested in Italy; and

WHEREAS, Mr. Rosso is chairman of the Chicago Committee of the Chicago Council on Foreign Relations; and

WHEREAS, Mr. Rosso is an active member of the Sister Cities Chicago/Milan Committee, and of the "C.M.E." (Chicago/Midwest Exchange), the newly formed association constituted in Chicago for the purpose of intensifying the existing relations between Italy and the midwest; and

WHEREAS, Due in part to his considerable influence and prestige in professional circles in Chicago, Mr. Rosso was accorded the honor of introducing the Italian Minister of Foreign Affairs on the occasion of his conference in this City; and

WHEREAS, He, once again, brilliantly fulfilled the task of introducing the Italian Minister of Foreign Trade at his address to the Chicago Council on Foreign Relations; and

WHEREAS, Mr. Rosso was presented the award of "Cavaliere Ufficiale" in the Italian Order of Merit; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, in meeting this thirtieth day of November, nineteen hundred and ninety-four, do hereby honor and congratulate David J. Rosso; and

Be It Further Resolved, That a suitable copy of this resolution be presented to David J. Rosso.

Presented By

ALDERMAN LEVAR (45th Ward):

PUBLIC ATTENTION CALLED TO 1994 CHRISTMAS FESTIVITIES SPONSORED BY INDIA CATHOLIC ASSOCIATION OF AMERICA.

WHEREAS, The India Catholic Association of America (I.C.A.A.) was founded in 1960 and in that time has contributed greatly to the international cultural fabric of our great City of Chicago; and

WHEREAS, The India Catholic Association of America is a community of several Indian sub-cultural constituents -- Mangalorians, Goans, Tamils, East Indians and Keralites among others -- who, through strong Catholic beliefs, are brought together in a common championing of sound moral and Christian principles; and

WHEREAS, This year the India Catholic Association of America is planning a one-hour cultural segment as part of the "Christmas Around the World" celebrations at the Museum of Science and Industry. I.C.A.A. participation takes place between 2:00 P.M. and 3:00 P.M. on December 10; and

WHEREAS, The I.C.A.A. Christmas plans also include a gala banquet to be held on December 17, with guest speaker Mr. Kumud Rajan Sinha, Indian Consul General; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirtieth day of November, 1994, A.D., do hereby pay tribute to the India Catholic Association of America and call public attention the Christmas celebrations sponsored by this outstanding organization; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the India Catholic Association of America.

Presented By

ALDERMAN SCHULTER (47th Ward):

CONGRATULATIONS EXTENDED TO ATLAS ELECTRIC DEVICES COMPANY ON ITS SEVENTY-FIFTH ANNIVERSARY.

WHEREAS, Atlas Electric Devices Company, 4114 North Ravenswood Avenue on this City's great north side, is celebrating its success as a Chicago company for seventy-five years; and

WHEREAS, Atlas Electric Devices Company has grown to become one of Chicago's outstanding businesses and has contributed greatly to the economy of this City and particularly of the Ravenswood community; and

WHEREAS, Atlas Electric is having a luncheon celebration with its current and retired employees on Friday, December 9, 1994; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirtieth day of November, 1994, A.D., do hereby express our congratulations to the officers, employees and retired employees of Atlas Electric Devices Company as this fine business celebrates seventy-five years in Chicago, and extend to all our very best wishes for continuing success; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Atlas Electric Devices Company.

CONGRATULATIONS EXTENDED TO GENERAL PRODUCTS ON ITS SIXTIETH ANNIVERSARY.

WHEREAS, General Products, a printing firm which Raymond Stanley Kalwajtys started in 1934 in his mother's northwest side basement, has evolved into one of the leading manufacturers in the wedding photo album business and is celebrating sixty years of progress and prosperity; and

WHEREAS, Now eighty-two years young, Ray Kalwajtys, the son of Polish immigrants, still participates in the day-to-day operation of General Products on a semi-retired basis. Two additional generations of his family continue the success of the business, drawing upon the wisdom handed down by their father and grandfather; and

WHEREAS, The leaders of this great City are cognizant of the importance of family-owned businesses in nurturing our vibrant economy; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of City of Chicago gathered here this thirtieth day of November, 1994, A.D., do hereby pay tribute to Raymond Stanley Kalwajtys and General Products, one of the country's largest manufacturers of wedding photo albums, in recognition of sixty years of progress and prosperity, and we extend our best wishes for the continuing success of this family-owned enterprise; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Ray Kalwajtys and General Products.

Presented By

ALDERMAN M. SMITH (48th Ward):

CONGRATULATIONS EXTENDED TO DR. WALLACE B. APPELSON ON HIS RETIREMENT AS PRESIDENT OF HARRY S. TRUMAN COLLEGE.

WHEREAS, His many friends and colleagues are gathering December 11, 1994 to pay tribute to Dr. Wallace B. Appelson on his retirement after almost two decades as president of Chicago's Harry S. Truman College; and

WHEREAS, A native of New York City, Wallace B. Appelson received his bachelor of science and master of arts degrees in art education and supervision from New York University in 1952 and 1954, respectively. In 1959, he was awarded his doctorate in education administration by Columbia University; and

WHEREAS, Dr. Wallace B. Appelson enjoyed a long and productive career in teaching, research and administration in community colleges in New York, New Jersey and Pennsylvania before assuming the presidency of Truman College in 1976. At Truman, he has shown a knowing ability to obtain grants to serve the many cultures and specialized goals of the college's diverse racial and ethnic population. Truman students represent over one hundred fifteen countries of origin and some seventy languages, and Dr. Appelson has coordinated their programs toward the common goal of enlightenment; and

WHEREAS, Widely published and with a broad scope of professional activities, Dr. Wallace B. Appelson is also an adjunct professor at Northeastern Illinois University Graduate School, where he teaches human relations and leadership as well as staff personnel administration; and

WHEREAS, The leaders of this great City are cognizant of our debt to those with whom we entrust the nurturing and development of our most important commodity, our youth; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirtieth day of November, 1994, A.D., do hereby join in the tribute to Dr. Wallace B. Appelson, who is retiring as president of Harry S. Truman College, and we extend to this outstanding educational administrator our very best wishes for continuing success and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Dr. Wallace B. Appelson.

CONGRATULATIONS EXTENDED TO MR. EDWARD A. PLOOG ON HIS RETIREMENT AS PRINCIPAL OF MC CUTCHEON ELEMENTARY SCHOOL.

WHEREAS, His many friends and colleagues are gathering Friday, December 2, 1994, to honor Edward A. Ploog on his retirement from an outstanding career in teaching and educational administration; and

WHEREAS, Born Thanksgiving Day, November 26, 1942, Edward A. Ploog graduated from Marquette Elementary School, Harper High School and Chicago Teachers College, where he ranked fifth in a class of three hundred sixty. Early in his teaching career, at Copernicus Elementary School, he helped develop the first Black History curriculum in Chicago. He received his masters of art in history in 1969, and at the age of thirty-two years, in 1974, he passed the Chicago Principals' Examination; and

WHEREAS, Edward A. Ploog was selected principal of Reinberg Elementary School in 1979, and the next year became principal of two schools: Edgebrook and Wildwood; and

WHEREAS, In 1981, Edward A. Ploog was appointed interim principal at McCutcheon, and became full principal in 1982. In the past twelve years, he has developed and nurtured programs which have brought McCutcheon to a rare standard of excellence; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this thirtieth day of November, 1994, A.D., do hereby express our gratitude and our congratulations to Edward A. Ploog on his retirement from an outstanding career as teacher, administrator and innovator, and we wish this fine public servant many more years of happiness and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Edward A. Ploog.

MATTERS PRESENTED BY THE ALDERMEN.

(Presented By Wards, In Order, Beginning With The Fiftieth Ward)

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

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1. TRAFFIC REGULATIONS, TRAFFIC SIGNS AND TRAFFIC-CONTROL DEVICES.

Referred --ESTABLISHMENT OF LOADING ZONES AT SUNDRY LOCATIONS.

The aldermen named below presented proposed ordinances to establish loading zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
MAZOLA (1st Ward)	East Wacker Drive, at 1 -- at all times -- daily (loading zone/tow-away zone) valet parking;
MUNOZ (22nd Ward)	South Kildare Avenue (west side) from West Ogden Avenue to the first alley south thereof -- at all times -- daily;
OCASIO (26th Ward)	West North Avenue, at 2413, for a distance of 35 feet -- 9:00 A.M. to 6:00 P.M. -- Monday through Saturday;

Alderman	Location, Distance And Time
GABINSKI (32nd Ward)	West North Avenue, at 1746 -- 1750 -- 11:00 A.M. to 11:00 P.M. -- no exceptions (valet parking);
WOJCIK (35th Ward)	West Diversey Avenue, at 2957 -- at all times -- no exceptions;
LAURINO (39th Ward)	North Pulaski Road, at 4630 -- 9:00 A.M. to 5:00 P.M. -- Monday through Friday;
BERNARDINI (43rd Ward)	North Clybourn Avenue, at 1615 -- 6:00 P.M. to 12:00 Midnight -- no exceptions (valet service); North Halsted Street, at 2635 -- 5:00 P.M. to 12:00 Midnight -- no exceptions (tow-away zone); West Montana Street, at 911 -- 11:00 A.M. to 5:00 P.M. -- Monday through Friday (tow-away zone).

Referred -- ESTABLISHMENT OF ONE-WAY TRAFFIC RESTRICTION ON PORTIONS OF SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to restrict the movement of vehicular traffic to a single direction in each case on specified public ways, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location And Distance
EVANS (21st Ward)	South Sangamon Street, in the 9900 block -- northerly;

Alderman	Location And Distance
OCASIO (26th Ward)	West Altgeld Street, from North Fairfield Avenue to North California Avenue -- westerly;
LEVAR for *HANSEN* (44th Ward)	North Fremont Street, from West Addison Street to West Waveland Avenue -- southerly (except for school buses during school hours).

Referred -- REPEAL OF ORDINANCE WHICH ESTABLISHED ONE-WAY TRAFFIC RESTRICTION ON PORTION OF NORTH LEAVITT STREET.

Alderman Ocasio (26th Ward) presented a proposed ordinance to repeal an ordinance passed by the City Council on June 16, 1994 (Council Journal of Proceedings, page 52055) which restricted the movement of vehicular traffic to a northerly direction on North Leavitt Street, from North Hoyne Avenue to West Diversey Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- LIMITATION OF PARKING DURING SPECIFIED HOURS AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to limit the parking of vehicles at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
LASKI (23rd Ward)	West 63rd Street, at 6055 -- one hour limit -- 11:00 A.M. to 8:00 P.M. -- Monday through Saturday;

Alderman	Location, Distance And Time
	West 63rd Street, at 6059 -- one hour limit -- 11:00 A.M. to 8:00 P.M. -- Monday through Saturday;
OCASIO (26th Ward)	North Spaulding Avenue, at 1132 -- one hour limit -- 9:00 A.M. to 7:00 P.M. -- Monday through Saturday.

Referred -- PROHIBITION OF PARKING AT ALL TIMES AT DESIGNATED LOCATIONS.

The aldermen named below presented proposed ordinances to prohibit at all times the parking of vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location And Distance
MAZOLA (1st Ward)	East Randolph Street, at 400 (lower level) (except for handicapped);
	South Wabash Avenue, at 37 (except for handicapped);
TILLMAN (3rd Ward)	South Emerald Avenue, at 5549 (except for handicapped);
	East 42nd Place, at 435 (except for handicapped);
BLOOM (5th Ward)	South Dorchester Avenue, at 6950 (except for handicapped);

Alderman	Location And Distance
	South Ellis Avenue, at 7533 (except for handicapped);
	South Ellis Avenue, at 7824 (except for handicapped);
	South Jeffery Avenue, at 7222 (except for handicapped);
	South Ridgeland Avenue, at 7236 (except for handicapped);
STEELE (6th Ward)	South Vernon Avenue, at 7245 (except for handicapped);
	East 90th Place, at 725 (except for handicapped);
	East 92nd Street, at 649 (except for handicapped);
BEAVERS (7th Ward)	South Kingston Avenue, at 7829 (except for handicapped);
	South Marquette Avenue, at 7630 (except for handicapped);
	South Phillips Avenue, at 8921 (except for handicapped);
	South Phillips Avenue, at 9335 (except for handicapped);
DIXON (8th Ward)	South Avalon Avenue, at 8018 (except for handicapped);
	South Avalon Avenue, at 8129 (except for handicapped);
	South Euclid Avenue, at 7958 (except for handicapped);

Alderman	Location And Distance
	South Greenwood Avenue, at 9545 (except for handicapped);
	South Maryland Avenue, at 8029 (except for handicapped);
	South Merrill Avenue, at 8837 (except for handicapped);
	East 84th Street, at 1655 (except for handicapped);
SHAW (9th Ward)	South Prairie Avenue, at 10815 (except for handicapped);
BUCHANAN (10th Ward)	South Bensley Avenue, at 10237 (except for handicapped);
	South Buffalo Avenue, at 8740 (except for handicapped);
	South Burley Avenue, at 9120 (except for handicapped);
HUELS (11th Ward)	South Normal Avenue, at 3017 (except for handicapped);
	West 44th Street, at 441 (except for handicapped);
FARY (12th Ward)	South Fairfield Avenue, at 4533 (except for handicapped);
	West 38th Street, at 2938 (except for handicapped);
OLIVO (13th Ward)	South Keeler Avenue, at 5919 (except for handicapped);

Alderman	Location And Distance
	South Kilbourn Avenue, at 6718 (except for handicapped);
	South Long Avenue, at 6326 (except for handicapped);
	South Parkside Avenue, at 6207 (except for handicapped);
	South Spaulding Avenue, at 7735 (except for handicapped);
	West 59th Place, at 3515 (except for handicapped);
BURKE (14th Ward)	South Christiana Avenue, at 5134 (except for handicapped);
	South St. Louis Avenue, at 4308 (except for handicapped);
	South St. Louis Avenue, at 4449 (except for handicapped);
	West 54th Place, at 3444 (except for handicapped);
JONES (15th Ward)	South Honore Street, at 6040 (except for handicapped);
	South Paulina Street, at 5523 (except for handicapped);
STREETER (17th Ward)	South Honore Street, at 7245 (except for handicapped);
	South Stewart Avenue, at 8035 (except for handicapped);
RUGAI (19th Ward)	South Albany Avenue, at 10532 (except for handicapped);

Alderman	Location And Distance
TROUTMAN (20th Ward)	South Harper Avenue, at 6835 (except for handicapped);
	South Indiana Avenue, at 5937 (except for handicapped);
	South Vernon Avenue, at 6531 (except for handicapped);
LASKI (23rd Ward)	South Hamlin Avenue, at 5247 (except for handicapped);
	South Kildare Avenue, at 4848 (except for handicapped);
	South Kostner Avenue, 5054 (except for handicapped);
	South Lawler Avenue, at 5159 (except for handicapped);
	South Menard Avenue, at 5311 (except for handicapped);
	South New England Avenue, at 5423 (except for handicapped);
	South New England Avenue, at 5430 (except for handicapped);
	South Parkside Avenue, at 5140 (except for handicapped);
	South Parkside Avenue, at 5629 (except for handicapped);
OCASIO (26th Ward)	North Fairfield Avenue, at 2529 (except for handicapped);
BIALCZAK (30th Ward)	West Nelson Street, at 5334 (except for handicapped);

Alderman	Location And Distance
MELL (33rd Ward)	North St. Louis Avenue, at 4229 (except for handicapped);
	North Whipple Street, at 3714 (except for handicapped);
BANKS (36th Ward)	North Knox Avenue, at 2224 (except for handicapped);
GILES (37th Ward)	North Leclaire Avenue, at 1048 (except for handicapped);
	North Luna Avenue, at 1629 (except for handicapped);
	West Walton Street, 4830 (except for handicapped);
ALLEN (38th Ward)	West Patterson Avenue, at 5945 (except for handicapped);
DOHERTY (41st Ward)	North Oriole Avenue (east side) from West Talcott Avenue to West Everell Avenue (tow-away zone);
BERNARDINI (43rd Ward)	North Clark Street, at 1918 (except for handicapped);
	North Lincoln Avenue (west side) from intersection of North Wells Street to a point 80 feet north thereof (public benefit) no standing/stopping;
	North Racine Avenue (east side) from West Maude Avenue to West Armitage Avenue (tow-away zone) public benefit;

Alderman	Location And Distance
LEVAR (45th Ward)	West Agatite Avenue, at 5501 (except for handicapped); North Ludlam Avenue, at 5437 (except for handicapped); North Moody Avenue, at 6154 (except for handicapped);
SCHULTER (47th Ward)	North Hermitage Avenue, at 4446 (except for handicapped);
M. SMITH (48th Ward)	North Greenview Avenue, at 5957 (except for handicapped);
MOORE (49th Ward)	North Ridge Avenue, at 7351 (except for handicapped);
STONE (50th Ward)	North Francisco Avenue (both sides) from West Fitch Avenue to West Touhy Avenue (trucks); West Touhy Avenue (both sides) in the 2800 and 2900 blocks (trucks).

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 3920 SOUTH ARTESIAN AVENUE.

Alderman Fary (12th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Artesian Avenue, at 3920 (Handicapped Parking Permit 9228)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 10948 SOUTH EGGLESTON AVENUE.

Alderman Austin (34th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Eggleston Avenue, at 10948 (Handicapped Parking Permit 9057)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES ON PORTION OF WEST GRAND AVENUE.

Alderman Banks (36th Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on July 1, 1963 (Council Journal of Proceedings, page 529) which prohibited the parking of vehicles at all times on portions of designated streets by striking the words: "West Grand Avenue (west side) from North Rutherford Avenue to North Oak Park Avenue", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 4848 SOUTH MICHIGAN AVENUE.

Alderman Tillman (3rd Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "South Michigan Avenue, at 4848 (Handicapped Parking Permit 7651)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 4907 WEST ROSCOE STREET.

Alderman Allen (38th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Roscoe Street, at 4907 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 5020 WEST ROSCOE STREET.

Alderman Allen (38th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Roscoe Street, at 5020 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 5042 WEST WAVELAND AVENUE.

Alderman Allen (38th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West Waveland Avenue, at 5042 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION AT ALL TIMES AT 1620 WEST 32ND PLACE.

Alderman Huels (11th Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles at all times on portions of specified public ways by striking the words: "West 32nd Place, at 1620 (handicapped permit parking)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- RELOCATION OF PARKING PROHIBITION AT ALL TIMES TO 6523 SOUTH FAIRFIELD AVENUE.

Alderman Jones (15th Ward) presented a proposed ordinance to relocate a parking prohibition in effect at all times from its current location at 4848 South Michigan Avenue to a new location at 6523 South Fairfield Avenue (Handicapped Parking Permit 7651), which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AMENDMENT OF ORDINANCE WHICH ESTABLISHED PARKING PROHIBITION DURING SPECIFIED HOURS ON PORTION OF NORTH ORIOLE AVENUE.

Alderman Doherty (41st Ward) presented a proposed ordinance to amend a previously passed ordinance which prohibited the parking of vehicles on portions of the public way during specified hours by striking the words: "North Oriole Avenue (east side) from West Talcott Avenue to West Everell Avenue -- no parking during school hours on all school days", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders to establish residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Alderman	Location, Distance And Time
MAZOLA (1st Ward)	South LaSalle Street, in the 700 and 800 blocks -- at all times -- daily (for residents at 124 West Polk Street);
STEELE (6th Ward)	South State Street (both sides) in the 8000 block -- Monday through Friday -- at all times;
BURKE (14th Ward)	South Troy Street (both sides) in the 4600 block -- at all times;
STREETER (17th Ward)	South Morgan Street (east side) in the 7400 block -- at all times;
OCASIO (26th Ward)	North Artesian Avenue, in the 1700 block; West McLean Avenue, in the 2400 block; North Troy Street, in the 1600 block; North Troy Street, in the 1700 block;
BANKS (36th Ward)	North Octavia Avenue (both sides) between West Belmont Avenue and West School Street -- at all times;

Alderman	Location, Distance And Time
BERNARDINI (43rd Ward)	West Willow Street (both sides) in the 500 and 600 blocks -- 6:00 P.M. to 12:00 Midnight -- daily (Zone 142).

Referred -- AMENDMENT OF ORDINANCE WITH ESTABLISHED RESIDENTIAL PERMIT PARKING ZONE ON PORTION OF OLD HARLEM AVENUE.

Alderman Laski (23rd Ward) presented a proposed ordinance to amend a previously passed ordinance which established residential permit parking zones on portions of specified public ways by striking the words: "Old Harlem Avenue, from West 64th Street to West 64th Place -- at all times (Zone 327)", which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- EXTENSION OF RESIDENTIAL PERMIT PARKING ZONE 261 ON PORTION OF WEST SCHILLER STREET.

Alderman Bernardini (43rd Ward) presented a proposed order to extend Residential Permit Parking Zone 261 on West Schiller Street, between North LaSalle Street and North Wells Street to include the entire south side of the street, which was *Referred to the Committee on Traffic Control And Safety.*

Referred -- ESTABLISHMENT OF TOW-AWAY ZONES AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed ordinances to establish tow-away zones at the locations designated, for the distances and times specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location, Distance And Time
MAZOLA (1st Ward)	South Prairie Avenue, at 1918 -- at all times -- daily;
NATARUS (42nd Ward)	East Walton Place, from North Mies van der Rohe Way to North Rush Street (in lieu of all no parking zones and tow-away zones) no stopping or parking anytime -- daily.

Referred -- CONSIDERATION FOR INSTALLATION OF AUTOMATIC TRAFFIC CONTROL SIGNALS ON PORTION OF LOWER WACKER DRIVE.

Alderman Mazola (1st Ward) presented a proposed order directing the Commissioner of Transportation to give consideration to the installation of automatic traffic control signals on Lower Wacker Drive, for northbound traffic, at the One South Wacker Building, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- AUTHORIZATION FOR INSTALLATION OF TRAFFIC SIGNS AT SPECIFIED LOCATIONS.

The aldermen named below presented proposed orders for the installation of traffic signs of the nature indicated and at the locations specified, which were *Referred to the Committee on Traffic Control and Safety,* as follows:

Alderman	Location And Type Of Sign
DIXON (8th Ward)	South Cregier Avenue, at East 87th Place -- "Two-Way Stop";

Alderman	Location And Type Of Sign
	South East End Avenue, at East 87th Street -- "Do Not Enter";
	East 79th Street, at South Luella Avenue -- "Two-Way Stop";
	East 82nd Street and South Cornell Avenue -- "Three-Way Stop";
	East 84th Street and South Drexel Boulevard -- "Three-Way Stop";
	East 87th Place, at South Cregier Avenue -- "Stop";
	East 92nd Street and South Ellis Avenue -- "Stop";
	East 97th Street and South Greenwood Avenue -- "Stop";
	East 97th Street and South University Avenue -- "Stop";
SHAW (9th Ward)	South Eberhart Avenue and East 109th Street -- "Three-Way Stop";
	East 105th Street and South Edbrooke Avenue -- "Stop";
HUELS (11th Ward)	West 32nd Street and South May Street -- "Stop";
OLIVO (13th Ward)	West 58th Place and South Karlov Avenue -- "Two-Way Stop";
	West 64th Place and South Latrobe Avenue -- "Three-Way Stop";

Alderman	Location And Type Of Sign
BURKE (14th Ward)	South Sacramento Avenue, at West 60th Street -- "Stop";
JONES (15th Ward)	West 56th Street and South Paulina Street -- "Four-Way Stop";
TROUTMAN (20th Ward)	East 67th Street, at South Michigan Avenue -- "Stop"; West 68th Street, at South Michigan Avenue -- "Stop";
EVANS (21st Ward)	West 88th Street, at South May Street -- "Two-Way Stop"; West 112th Place, at South Racine Avenue -- "Three-Way Stop";
LASKI (23rd Ward)	West 53rd Street, at South Sayre Avenue -- "Stop";
BURRELL (29th Ward)	West Rice Street, at South Mayfield Avenue -- "Stop";
BIALCZAK (30th Ward)	West Barry Avenue, at North Major Avenue -- "Stop";
MELL (33rd Ward)	North Kedzie Avenue and West Roscoe Street -- "All-Way Stop";
WOJCIK (35th Ward)	North Central Park Avenue, at West Schubert Avenue -- "Stop"; West Diversey Avenue and North Lawndale Avenue -- "Four-Way Stop";

Alderman	Location And Type Of Sign
GILES (37th Ward)	West Augusta Boulevard and North Pine Avenue -- "Three-Way Stop";
	North Lotus Avenue and West Wabansia Avenue -- "Four-Way Stop";
DOHERTY (41st Ward)	North Nina Avenue, at 5917 -- "Handicapped Parking";
SCHULTER (47th Ward)	West Sunnyside Avenue, at North Maplewood Avenue -- "Stop".

Referred -- AUTHORIZATION FOR INSTALLATION OF "NO PARKING/STREET SWEEPING ZONE" SIGNS AT SUNDRY LOCATIONS.

Alderman Bloom (5th Ward) presented a proposed order for the installation of "No Parking/Street Sweeping Zone" signs on both sides of East 55th Street, from South Lake Park Avenue to South South Shore Drive; on both sides of South 71st Street, from South Stony Island Avenue to South South Shore Drive; and on both sides of East 67th Street, from South Stony Island Avenue to South South Shore Drive, to be in effect from 6:00 A.M. to 8:30 A.M., Monday through Friday, during the period of April 1st through November 15th, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- CONSIDERATION FOR ERECTION OF "NO PARKING/STREET CLEANING" SIGNS ON PORTION OF NORTH LARAMIE AVENUE.

Alderman Giles (37th Ward) presented a proposed order directing the Commissioner of Transportation to give consideration for the erection of "No

Parking/Street Cleaning" signs on North Laramie Avenue, from West Grand Avenue to West Madison Street, to be in effect on the east side from 7:00 A.M. to 9:00 A.M., Monday and Wednesday and on the west side from 7:00 A.M. to 9:00 A.M., Tuesday and Thursday, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- REMOVAL OF SIGNS PROHIBITING PARKING ON PORTIONS OF SUNDRY STREETS DURING WINTER MONTHS.

Alderman M. Smith (48th Ward) presented a proposed order to cause the removal of all signs which prohibit parking of vehicles during winter months on West Foster Avenue, from North Sheridan Road to North Broadway and on North Sheridan Road, from West Lakeside Place to West Foster Avenue, which was *Referred to the Committee on Traffic Control and Safety.*

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2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The aldermen named below presented four proposed ordinances amending the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning,* as follows:

BY ALDERMAN EVANS (21st Ward):

To classify as an R3 Single-Family Residence District instead of an M1-1 Restricted Manufacturing District the area shown on Map No. 22-F bounded by:

West 90th Street; the alley next east of and parallel to South Eggleston Avenue; West 91st Street; South Eggleston Avenue; and a line 26 feet north of West 91st Street.

BY ALDERMAN WATSON (27th Ward):

To classify as an R5 General Residence District instead of an R3 General Residence District the area shown on Map No. 1-H bounded by:

the public alley next north of and parallel to West Race Avenue; a line 24 feet west of and parallel to North Wood Street; West Race Avenue; and a line 72 feet west of and parallel to North Wood Street.

BY ALDERMAN E. SMITH (28th Ward):

To classify as an R4 General Residence District instead of a B5-2 General Service District the area shown on Map No. 1-K bounded by:

West Washington Boulevard; a line 301.4 feet east of North Karlov Avenue; the alley next south of and parallel to West Washington Boulevard; and a line 151.4 feet east of North Karlov Avenue.

BY ALDERMAN BIALCZAK (30th Ward)
And *ALDERMAN WOJCIK* (35th Ward):

To classify as a B3-2 General Retail District instead of a B4-2 Restricted Service District the area shown on Map No. 11-K bounded by:

a line 347 feet south of West Cullom Avenue; North Pulaski Road; West Belle Plaine Avenue; and the alley next west of and parallel to North Pulaski Road.

BY ALDERMAN SCHULTER (47th Ward):

To classify as a B2-2 Restricted Retail District instead of a B4-2 Restricted Service District the area shown on Map No. 13-H bounded by:

a line 99 feet south of West Ainslie Street; the alley next west of and parallel to North Claremont Avenue; the alley next south of and parallel to West Ainslie Street; a line 28 feet west of North Claremont Avenue; the alley next north of and parallel to West Lawrence Avenue, or the line thereof if extended where no alley exists; North Claremont Avenue; West Lawrence Avenue; and North Western Avenue.

3. CLAIMS.

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

The aldermen named below presented thirty-six proposed claims against the City of Chicago for the claimants named as noted, respectively, which were *Referred to the Committee on Finance,* as follows:

Alderman	Claimant
BLOOM (5th Ward)	2038 -- 2048 East 72nd Place Condominium Association;
DIXON (8th Ward)	Ms. Joyce Florence Gille;
BUCHANAN (10th Ward)	Mr. Anthony L. Ciszewski;
	Mr. James Coville;
	Mr. Aldo C. Flores;
	Ms. Maria E. Krol;
BURKE (14th Ward)	Ms. Gloria J. Mucha;
RUGAI (19th Ward)	Mr. Tom O'Dowd;
	Vanderpoel/Wood Condominium Association;
LASKI (23rd Ward)	Ms. Irene Necas;
MELL (33rd Ward)	Mr. Norman Buscemi;
	Ms. Florence Jaszczak;

Alderman	Claimant
	Mr. Edward J. Phillips;
	Mr. Daniel H. Sawicki;
WOJCIK (35th Ward)	Mr. Stanislaw Furman;
DOHERTY (41st Ward)	6847 -- 6849 North Olmsted Avenue Condominium;
NATARUS (42nd Ward)	Ms. Ann C. Elgin;
	Harbor Square Condominium Association;
	Ms. Marion F. Knox;
	State Tower Condominium Association;
	The Vinnedge Condominium Association;
	Mr. Ralph C. Wallace;
	1400 State Parkway Condominium Association;
	1540 North State Parkway Condominiums;
HANSEN (44th Ward)	The Barry Condominium, Inc.;
	Barry Quadrangle Condominium Association;
	Victorian Lane Condominium Association;
	The 549 -- 551 Oakdale Condominium Association;
	805 -- 807 Wolfram Condominium Association;

Alderman	Claimant
LEVAR (45th Ward)	Mr. Eric A. Calub;
	Mango Condominiums;
	Mr. Phil Schillace;
	Ms. Susan Valkman;
M. SMITH (48th Ward)	Carmen Park Condominium Association;
	1431 -- 1433 West Rascher Condominium Association;
STONE (50th Ward)	Home By The Park Condominium Association.

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4. UNCLASSIFIED MATTERS.

(Arranged In Order According To Ward Numbers)

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

Presented By

ALDERMAN MAZOLA (1st Ward):

Referred -- AMENDMENT OF TITLE 10, CHAPTER 20, SECTION 231 OF MUNICIPAL CODE OF CHICAGO RELATING TO ABANDONED DRIVEWAYS.

A proposed ordinance to amend Title 10, Chapter 20, Section 231 of the Municipal Code of Chicago which would consider any driveway not in use for six months as abandoned and hold the owner of the abutting property

responsible for restructuring the driveway to a regular curb, gutter and sidewalk and establish fines for failure to comply with the provisions thereof, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- EXEMPTION OF SENIOR LIFESTYLE CORPORATION FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITY FOR 119 -- 131 EAST 14TH STREET.

Also, a proposed ordinance to exempt Senior Lifestyle Corporation from the physical barrier requirement pertaining to alley accessibility for the parking facility for 119 -- 131 East 14th Street, pursuant to Title 10, Chapter 20, Section 210 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- STANDARDIZATION OF PORTION OF NORTH WILLARD COURT AS "BILLY J. BRADFORD".

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of that part of North Willard Court, from West Huron Street to West Chicago Avenue, as "Billy J. Bradford", which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 1001 WEST WASHINGTON BOULEVARD.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Hoops, Inc. to construct, maintain and use one canopy to be attached or attached to the building or structure at 1001 West Washington Boulevard, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN BLOOM (5th Ward):

Referred -- REDUCTION IN ANNUAL LICENSE FEE FOR SPECIAL POLICE EMPLOYED BY THE UNIVERSITY OF CHICAGO.

A proposed ordinance requiring The University of Chicago to pay a Ten Dollar license fee for each of the special police employed at 5801 South Ellis Avenue, pursuant to the provisions of Title 4, Chapter 340, Section 050 of the Municipal Code of Chicago, which was *Referred to the Committee on Finance.*

Referred -- AMENDMENT OF ORDINANCE WHICH AUTHORIZED GRANT OF PRIVILEGE TO THE UNIVERSITY OF CHICAGO.

Also, a proposed ordinance to amend an ordinance passed by the City Council on March 2, 1994 (Council Journal of Proceedings, page 46330) which authorized a grant of privilege to The University of Chicago, by striking and inserting in Section 1 the language specified below, which was *Referred to the Committee on Transportation and Public Way,* as follows:

Strike	Insert
Item No. 2:	
	"in addition, a private manhole to service the pedestrian tunnel will be located under and along East 58th Street for an additional square footage of one hundred and ninety-five (195) feet"

	Strike	Insert
Item No. 3:		
	"eighty-six (86) feet"	"ninety-eight (98) feet"
	"one thousand one hundred and twelve (1,112) square feet"	"one thousand two hundred sixty-eight (1,268) square feet"
Item No. 4:		
	"one hundred thirty-four (134) feet"	"four hundred thirty-nine (439) feet"
	"one thousand seven hundred thirty-six (1,736) square feet"	"three thousand five hundred sixty-six (3,566) square feet".

Presented By

ALDERMAN STEELE (6th Ward):

Referred -- REPEAL OF TITLE 13, CHAPTER 64, SECTIONS 190 THROUGH 300 OF MUNICIPAL CODE OF CHICAGO WHICH REQUIRES CARBON MONOXIDE DETECTORS IN VARIOUS BUILDINGS.

A proposed ordinance to repeal Title 13, Chapter 64, Sections 190 through 300 of the Municipal Code of Chicago which requires the installation of carbon monoxide detectors in various buildings and to hold immediate hearing on this matter, which was *Referred to a Joint Committee composed of the members of the Committee on Buildings and the members of the Committee on Police and Fire.*

Presented By

ALDERMAN BEAVERS (7th Ward):

Referred -- CONSIDERATION FOR INSTALLATION OF CONCRETE SLABS AT ALL BUS STOPS ON PORTION OF EAST 95TH STREET.

A proposed order directing the Committee on Transportation and Public Way to memorialize the Chicago Transit Authority to give consideration to the installation of concrete slabs at all bus stops on both sides of East 95th Street, between South Stony Island Avenue and South Colfax Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN BEAVERS (7th Ward),
ALDERMAN BLOOM (5th Ward),
ALDERMAN NATARUS (42nd Ward) And
ALDERMAN STONE (50th Ward):

Referred -- AUTHORIZATION FOR DONATION OF OUTDATED AMBULANCES TO SANZ MEDICAL CENTER-LANIADO HOSPITAL IN NETANYA, ISRAEL.

A proposed ordinance authorizing the Commissioner of General Services and the Purchasing Agent to donate two outdated ambulances from the Fire Department, free and clear of any liens and encumbrances, to Sanz Medical Center-Laniado Hospital, Netanya, Israel and to enter into and execute such documents as are necessary for implementation of said donation, which was *Referred to the Committee on Police and Fire.*

Presented By

ALDERMAN BUCHANAN (10th Ward):

Referred -- GRANT OF PRIVILEGE TO REPUBLIC ENGINEERED STEELS, INC. TO MAINTAIN AND USE RAILROAD SWITCH TRACK ALONG AND ACROSS PORTION OF EAST 122ND STREET.

A proposed ordinance to grant permission and authority to Republic Engineered Steels, Inc. to maintain and use a railroad switch track along and across street grade at East 122nd Street, 850 feet east of the east boundary line of South Carondolet Avenue, to service the plant at 12345 South Carondolet Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 3022 EAST 91ST STREET.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Mr. Rodrigo Ramirez to construct, maintain and use one canopy to be attached or attached to the building or structure at 3022 East 91st Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN FARY (12th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 4609 SOUTH CALIFORNIA AVENUE.

A proposed order authorizing the Director of Revenue to issue a permit to Mr. Guillermima Lopez to construct, maintain and use one canopy to be attached or attached to the building or structure at 4609 South California

Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN FARY (12th Ward) And ALDERMAN BURKE (14th Ward):

Referred -- APPROVAL OF PLAT OF DEDICATION ON PORTION OF WEST 41ST STREET.

A proposed ordinance directing the Superintendent of Maps, Ex Officio Examiner of Subdivisions, to approve a plat of dedication for the easterly extension of West 41st Street, between a line 1,112.27 feet east of the east line of South Pulaski Road, as widened, and a line 158.02 feet east thereof, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN BURKE (14th Ward):

Referred -- PERMISSION TO PARK PICKUP TRUCK AND/OR VAN AT 4504 SOUTH TRUMBULL AVENUE.

A proposed order directing the Commissioner of Transportation to grant permission to Mr. Albert Antonucci to park his pickup truck and/or van at 4504 South Trumbull Avenue in accordance with the provisions of Title 9, Chapter 64, Section 170(a) of the Municipal Code of Chicago, which was *Referred to the Committee on Traffic Control and Safety.*

Presented By

ALDERMAN BURKE (14th Ward)
And OTHERS:

Referred -- DEPARTMENT OF PLANNING AND DEVELOPMENT DIRECTED TO STUDY IMPACT OF LIVE THEATER INDUSTRY ON CHICAGO'S ECONOMY.

A proposed resolution, presented by Aldermen Burke, Buchanan, Hansen, Shiller and Schulter, directing the Department of Planning and Development to undertake a study on the impact of the live theater industry on Chicago's economy for the purpose of determining whether to exempt large live theaters from the Amusement Tax increase scheduled for January 1, 1995 or from the Amusement Tax entirely, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN JONES (15th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 2334 -- 2342 WEST 62ND STREET.

A proposed order authorizing the Director of Revenue to issue a permit to Sears, Roebuck and Co. to construct, maintain and use one canopy to be attached or attached to the building or structure at 2334 -- 2342 West 62nd Street, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN TROUTMAN (20th Ward):

Referred -- GRANT OF PRIVILEGE TO MR. WILLIE COCHRAN TO CONSTRUCT, INSTALL AND MAINTAIN LINK BASINS ADJACENT TO 860 EAST 63RD STREET.

A proposed ordinance to grant permission and authority to Mr. Willie Cochran to construct, install, maintain and use two link basins for the purpose of plumbing, drainage and sewage adjacent to the premises at 860 East 63rd Street, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 6250 SOUTH COTTAGE GROVE AVENUE.

Also, a proposed order directing the Commissioner of Buildings to issue a permit to Tally Sign Company to install a sign/signboard at 6250 South Cottage Grove Avenue, which was *Referred to the Committee on Buildings.*

Presented By

ALDERMAN EVANS (21st Ward):

Referred -- SUPERINTENDENT OF POLICE URGED TO ESTABLISH PROGRAM WHICH WOULD ENABLE POLICE OFFICERS TO SECURE OUTSIDE EMPLOYMENT NOT EXCEEDING SIX HOURS PER DAY.

A proposed resolution urging the Superintendent of Police to establish a program whereby officers under his jurisdiction may, without special permission, secure employment outside the Police Department provided that such employment does not exceed six hours per day, which was *Referred to the Committee on Police and Fire.*

Presented By

**ALDERMAN MUNOZ (22nd Ward)
And OTHERS:**

Referred -- PUBLIC BUILDING COMMISSION OF CHICAGO URGED TO ISSUE ADDITIONAL BONDS TO COVER UNFUNDED COSTS ASSOCIATED WITH OVERCROWDING AND FACILITY UPGRADES AT CHICAGO PUBLIC SCHOOLS.

A proposed resolution, presented by Aldermen Munoz, Fary, Medrano, Ocasio and Suarez, urging the Public Building Commission of Chicago to issue additional bonds to cover currently unfunded costs associated with overcrowding in public schools and the construction, alteration, repair, renovation and rehabilitation of both new and existing facilities; and furthermore, by encouraging the Chicago Board of Education to undertake steps to update its capital development plan, which was *Referred to the Committee on Education.*

Presented By

ALDERMAN WATSON (27th Ward):

Referred -- AMENDMENT OF YEAR XXI COMMUNITY DEVELOPMENT BLOCK GRANT ORDINANCE TO INCREASE FUNDS WITHIN DEPARTMENT OF PLANNING AND DEVELOPMENT.

A proposed amendment to the Year XXI Community Development Block Grant Ordinance which would increase funds within the Department of Planning and Development for professional, technical and contractual services and appropriate funds for Demicco Youth Services, Inc. and the Boys and Girls Club of Chicago located at 2930 West Washington Boulevard, which was *Referred to the Committee on the Budget and Government Operations.*

Referred -- ESTABLISHMENT OF NEIGHBORHOOD PERMIT PARKING PROGRAM WITHIN AREA SURROUNDING UNITED CENTER.

Also, a proposed ordinance to establish a neighborhood permit parking program within the area surrounding the United Center and bounded by the west side of North Hoyne Avenue, the north side of West Lake Street, the east side of North Ashland Avenue and the south side of West Adams Street, which was *Referred to the Committee on Traffic Control and Safety.*

Referred -- STANDARDIZATION OF PORTION OF NORTH OAKLEY BOULEVARD AS "FATHER JOHN BROWN BOULEVARD".

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of that part of North Oakley Boulevard, between West Washington Boulevard and West Maypole Avenue, as "Father John Brown Boulevard", which was *Referred to the Committee on Transportation and Public Way.*

Referred -- GRANT OF PRIVILEGE TO MONTGOMERY WARD AND COMPANY, INC. TO MAINTAIN AND USE PEDESTRIAN TUNNEL FOR CONNECTING PREMISES AT 618 WEST CHICAGO AVENUE WITH PREMISES AT 619 WEST CHICAGO AVENUE.

Also, a proposed ordinance to grant permission and authority to Montgomery Ward and Company, Inc. to maintain and use a pedestrian tunnel under and across West Chicago Avenue, one hundred eleven feet west of the west line of North Larrabee Street, for connecting the premises at 618 West Chicago Avenue with the premises at 619 West Chicago Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN BURRELL (29th Ward):

Referred -- CLOSE TO TRAFFIC PORTIONS OF SPECIFIED PUBLIC WAYS FOR SCHOOL PURPOSES.

Two proposed orders to close to traffic portions of specified public ways on all school days during the periods noted, for school purposes, which were *Referred to the Committee on Traffic Control and Safety*, as follows:

Frederick Douglas Middle School -- North Waller Avenue, from West Ohio Street to West Race Street -- 8:00 A.M. to 9:00 A.M. and 2:00 P.M. to 3:00 P.M.; and

Francis Scott Key School -- North Parkside Avenue, from West Race Street to West Ohio Street -- 8:00 A.M. to 9:00 A.M. and 2:00 P.M. to 3:00 P.M..

Presented By

ALDERMAN SUAREZ (31st Ward):

Referred -- PERMISSION TO CLOSE TO TRAFFIC PORTION OF NORTH KEELER AVENUE FOR SCHOOL PURPOSES.

A proposed order directing the Commissioner of Transportation to grant permission to Nixon Elementary School to close to traffic that portion of North Keeler Avenue, between West Palmer Street and the first alley south thereof and West Dickens Street on all school days for the 1994 -- 1996 school years, during the hours of 8:30 A.M. to 9:00 A.M., 11:30 A.M. to 12:30 P.M. and 2:15 P.M. to 2:45 P.M., for school purposes, which was *Referred to the Committee on Traffic Control and Safety.*

Presented By

ALDERMAN GABINSKI (32nd Ward):

Referred -- GRANT OF PRIVILEGE TO SECURITY FEDERAL SAVINGS AND LOAN TO MAINTAIN AND USE VAULTED AREA ADJACENT TO 1209 NORTH MILWAUKEE AVENUE.

A proposed ordinance to grant permission and authority to Security Federal Savings and Loan to maintain and use a vaulted area under the public right-of-way adjacent to the premises at 1209 North Milwaukee Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 1209 NORTH MILWAUKEE AVENUE.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Security Federal Savings and Loan Association of Chicago to construct, maintain and use one canopy to be attached or attached to the building or structure at 1209 North Milwaukee Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN MELL (33rd Ward):

Referred -- GRANT OF PRIVILEGE TO NORTH PARK COLLEGE AND THEOLOGICAL SEMINARY TO MAINTAIN AND USE PORTION OF NORTH ALBANY AVENUE FOR EXTENSION OF ATHLETIC TRACK FACILITY.

A proposed ordinance to grant permission and authority to North Park College and Theological Seminary to maintain and use the easterly portion of

the public right-of-way known as North Albany Avenue for extension of their athletic track facility, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT SPECIFIED LOCATIONS.

Also, two proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures specified below, which were *Referred to the Committee on Transportation and Public Way,* as follows:

American Remodeling and Home Improvement Corp. -- for one canopy at 4947 -- 4957 North Kedzie Avenue; and

I.D.I. Realty, Inc. -- for one canopy at 5650 -- 5658 West Belmont Avenue.

Presented By

ALDERMAN AUSTIN (34th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 10856 -- 10858 SOUTH HALSTED STREET.

A proposed order directing the Commissioner of Inspectional Services to issue a permit to Artisan Signs to install a sign/signboard at 10856 -- 10858 South Halsted Street for Greater Mount Eagle Missionary Baptist Church, which was *Referred to the Committee on Buildings.*

Presented By

ALDERMAN BANKS (36th Ward):

Referred -- EXEMPTION OF SHRINERS HOSPITAL FOR CRIPPLED CHILDREN FROM CERTAIN 1995 CITY FEES UNDER NOT-FOR-PROFIT STATUS.

A proposed ordinance providing inclusive exemption from all 1995 city fees and charges related to the erection and maintenance of buildings for Shriners Hospital For Crippled Children under its not-for-profit status, which was *Referred to the Committee on Finance.*

Presented By

ALDERMAN ALLEN (38th Ward):

Referred -- GRANT OF PRIVILEGE TO MR. MIKE VALENTI/METRO SALES TO ERECT CONCRETE FLOWER POTS IN PUBLIC WAY AT 5914 -- 5922 WEST BELMONT AVENUE.

A proposed ordinance to grant permission and authority to Mr. Mike Valenti of Metro Sales to erect four concrete flower pots (36 inches round and 27 inches high) in the public way at 5914 -- 5922 West Belmont Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN NATARUS (42nd Ward):

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR VARIOUS PURPOSES.

Four proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

American National Bank and Trust Company of Chicago, as Trustee, under Trust Number 50282 -- to maintain and use vaulted areas in the public way under East Washington Street and North Michigan Avenue, adjacent to the premises at 30 North Michigan Avenue;

CP-IGL Partnership/111 East Chestnut Street -- to construct, install, maintain and use a canopy and sidewalk replacement, adjacent to the premises at 111 East Chestnut Street;

Fifty-four West Hubbard Partnership -- to maintain and use sidewalk vaults in the public way on North Dearborn Street and West Hubbard Street, adjacent to the premises at 54 West Hubbard Street; and

WLS-TV, Inc. -- to maintain and use fiber optic cable conduits in the public way under West Lake Street, adjacent to the premises at 190 North State Street.

Referred -- STANDARDIZATION OF PORTION OF NORTH LARRABEE STREET AS "ELECTRIC AVENUE".

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for standardization of that part of North Larrabee Street, between West Superior Street and West Chicago Avenue, as "Electric Avenue", which was *Referred to the Committee on Transportation and Public Way.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT SPECIFIED LOCATIONS.

Also, five proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures specified below, which were *Referred to the Committee on Transportation and Public Way,* as follows:

John Leo, Inc., doing business as Armando's Restaurant -- for one canopy at 735 North Rush Street;

Ms. Harriet Knapp -- for one canopy at 162 West Hubbard Street;

Little Joe's Circle Lounge, Inc. -- for one canopy at 1041 West Taylor Street;

Merchandise Mart Properties, Inc. -- for one canopy at 336 North Wells Street; and

Szechwan House, Inc. -- for one canopy at 600 North Michigan Avenue.

Presented By

ALDERMAN BERNARDINI (43rd Ward):

Referred -- REDUCTION IN ANNUAL LICENSE FEE FOR SPECIAL POLICE EMPLOYED BY DE PAUL UNIVERSITY.

A proposed ordinance requiring DePaul University to pay a Ten Dollar ($10.00) license fee for each of the special police employed at their various campuses, pursuant to the provisions of Title 4, Chapter 340, Section 050 of the Municipal Code of Chicago, which was *Referred to the Committee on Finance.*

Referred -- ISSUANCE OF PERMIT TO CURB, FENCE, PAVE AND LANDSCAPE SPECIFIED PUBLIC ALLEY.

Also, a proposed ordinance directing the Commissioner of the Department of Transportation to issue a permit to Mr. Robert Athey and Mr. David Salyers of 1128 West Wrightwood Avenue, authorizing them and their agents to curb, fence, pave and landscape the public alley perpendicular to and running from West Maud Avenue to the alley next south of and parallel to West Maud Avenue, just west of the 1800 block of North Sheffield Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Referred -- GRANTS OF PRIVILEGE TO SUNDRY APPLICANTS FOR VARIOUS PURPOSES.

Also, two proposed ordinances to grant permission and authority to the applicants listed for the purposes specified, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Halsted-Clybourn Limited Partnership -- to maintain and occupy, for landscaping and beautification purposes, a portion of the public way adjacent to the premises at 800 -- 826 West North Avenue; and

Scientific Plating Co., Inc. -- to construct, install, maintain and use a control manhole/sampling chamber adjacent to the premises at 2073 North Southport Avenue.

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 2100 NORTH LINCOLN PARK WEST.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Pierre Condominium to construct, maintain and use one canopy to be attached or attached to the building or structure at 2100 North Lincoln Park West, which was *Referred to the Committee on Transportation and Public Way.*

Presented For

ALDERMAN HANSEN (44th Ward):

Referred -- GRANT OF PRIVILEGE TO 1111 CORNELIA JOINT VENTURE TO MAINTAIN AND USE CATCH BASIN ADJACENT TO 1111 WEST CORNELIA AVENUE.

A proposed ordinance, presented by Alderman Levar, to grant permission and authority to 1111 Cornelia Joint Venture to maintain and use one catch

basin adjacent to its premises at 1111 West Cornelia Avenue, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN LEVAR (45th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT SPECIFIED LOCATIONS.

Two proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures specified below, which were *Referred to the Committee on Transportation and Public Way,* as follows:

El-Kee's -- for one canopy at 4500 North Elston Avenue; and

Fashion Enterprises, Inc. -- for one canopy at 4834 West Irving Park Road.

Presented By

ALDERMAN SCHULTER (47th Ward):

Referred -- GRANT OF PRIVILEGE TO LAKEVIEW SELF STORAGE (DOING BUSINESS AS STRONGBOX) TO MAINTAIN AND USE HYDRAULIC DOCK PLATE IN ALLEY BEHIND 1650 WEST IRVING PARK ROAD.

A proposed ordinance to grant permission and authority to Lakeview Self Storage, doing business as Strongbox, to maintain and use a hydraulic dock plate for the loading of materials in the public alley at the rear of the premises at 1650 West Irving Park Road, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN M. SMITH (48th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO INSTALL SIGN/SIGNBOARD AT 4821 NORTH BROADWAY.

A proposed order directing the Commissioner of Buildings to issue a permit to Outdoor Impact, Inc. to install a sign/signboard at 4821 North Broadway, which was *Referred to the Committee on Buildings.*

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMIT TO CONSTRUCT, MAINTAIN AND USE CANOPY AT 5700 NORTH SHERIDAN ROAD.

Also, a proposed order authorizing the Director of Revenue to issue a permit to Hollywood House to construct, maintain and use one canopy to be attached or attached to the building or structure at 5700 North Sheridan Road, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

ALDERMAN MOORE (49th Ward):

Referred -- AUTHORIZATION FOR ISSUANCE OF PERMITS TO CONSTRUCT, MAINTAIN AND USE CANOPIES AT SPECIFIED LOCATIONS.

Two proposed orders authorizing the Director of Revenue to issue permits to the applicants listed to construct, maintain and use canopies to be attached or attached to the buildings or structures specified below, which were *Referred to the Committee on Transportation and Public Way,* as follows:

Comerica Bank, under Trust Number 916 -- for ten canopies at 1791 West Howard Street; and

Lee In Choe -- for one canopy at 7407 North Clark Street.

Presented By

ALDERMAN MOORE (49th Ward)
And OTHERS:

Referred -- AMENDMENT OF TITLE 2, CHAPTER 92 OF MUNICIPAL CODE OF CHICAGO BY ADDITION OF NEW SECTIONS 590 THROUGH 690 ENTITLED "PRIVATIZATION ACCOUNTABILITY ORDINANCE".

A proposed ordinance, presented by Aldermen Moore, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Shaw, Jones, Coleman, Murphy, Troutman, Evans, Munoz, Laski, Ocasio, Watson, E. Smith, Burrell, Mell, Austin, Giles, Allen, Natarus, Shiller, Schulter and M. Smith, to amend Title 2, Chapter 92 of the Municipal Code of Chicago by the addition of new Sections 590 through 690 entitled "Privatization Accountability Ordinance", which would require cost-effectiveness studies prior to any privatization of City functions, define requirements for initiation and maintenance of privatization contracts, require prospective contractors to submit eligibility reports and those individuals or organizations currently awarded contracts to submit annual performance reports, and establish provisions to assist City employees displaced as a result of such privatization, which was *Referred to the Committee on the Budget and Government Operations.*

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5. FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION AND WATER RATE EXEMPTIONS, ET CETERA.

Proposed ordinances, orders, et cetera described below, were presented by the aldermen named and were *Referred to the Committee on Finance,* as follows:

FREE PERMITS:

BY ALDERMAN TROUTMAN (20th Ward):

Tolton Senior Housing Manor -- for rehabilitation of an existing structure on the premises known as 6345 South Stewart Avenue.

BY ALDERMAN WATSON (27th Ward):

Matthew Manor -- for new construction on the premises known as 271 North Albany Avenue.

BY ALDERMAN GILES (37th Ward):

Social Security Administration -- for new construction on the premises known as 5130 West North Avenue.

BY ALDERMAN NATARUS (42nd Ward):

WBEZ (91.5) FM Radio Station -- for construction of a broadcast center using air rights leased from the Metropolitan Pier and Exposition Authority on the premises known as 600 East Grand Avenue (Navy Pier).

LICENSE FEE EXEMPTIONS:

BY ALDERMAN SHAW (9th Ward):

Pullman Creative Learning Center, 614 East 113th Street.

BY ALDERMAN TROUTMAN (20th Ward):

Saint Bernard Hospital, 326 East 64th Street.

BY ALDERMAN BANKS (36th Ward):

Norwegian Lutheran Bethesda Home and Retirement Center, 2833 North Nordica Avenue.

BY ALDERMAN DOHERTY (41st Ward):

Resurrection Medical Center, 7435 West Talcott Avenue.

CANCELLATION OF WARRANTS FOR COLLECTION:

BY ALDERMAN RUGAI (19th Ward):

Washington and Jane Smith Home, 2340 West 113th Place -- annual driveway usage fee.

BY ALDERMAN EVANS (21st Ward):

Third Baptist Church, 1500 West 95th Street -- annual canopy and revolving door inspection fee.

BY ALDERMAN BANKS (36th Ward):

Resurrection Medical Center, 2433 North Harlem Avenue -- semi-annual elevator inspection fee.

BY ALDERMAN DOHERTY (41st Ward):

Resurrection High School, 7500 West Talcott Avenue --semi-annual elevator inspection fee.

BY ALDERMAN NATARUS (42nd Ward):

Illinois College of Podiatry, 1019 North Dearborn Street -- annual driveway usage fee.

BY ALDERMAN STONE (50th Ward):

Bethesda Evangelical Lutheran Church and School, 6803 North Campbell Avenue -- annual driveway usage fee.

REFUND OF FEES:

BY ALDERMAN ALLEN (38th Ward):

Our Lady of the Resurrection, 5645 West Addison Street -- refund in the amount of $429.00.

BY ALDERMAN M. SMITH (48th Ward):

L.V. Stutz and Son, Inc., 54 West Madison Street, Oak Park, Illinois -- refunds in the amounts of $5,300.00 and $30.00.

CANCELLATION OF WATER RATES:

BY ALDERMAN BURKE (14th Ward):

Five Holy Martyrs School, 4324 -- 4328 South Francisco Avenue.

BY ALDERMAN TROUTMAN (20th Ward):

Harriet M. Harris Young Women's Christian Association, 6220 South Drexel Avenue.

BY ALDERMAN DOHERTY (41st Ward):

Norwood Park Home, 6016 North Nina Avenue.

BY ALDERMAN STONE (50th Ward):

Congregation Ezras Israel, 2746 -- 2756 West Lunt Avenue.

SENIOR CITIZEN SEWER REFUNDS:
($50.00)

BY ALDERMAN TILLMAN (3rd Ward):

Shelley, Mary E.

BY ALDERMAN DIXON (8th Ward):

Bell, Righty

Carpenter, Robert

Cross, Jewel D.

Dowdy, Charles

Lymore, Marcella

McGhee, Alice R.

BY ALDERMAN ALLEN (38th Ward):

Costa, Salvatore

BY ALDERMAN NATARUS (42nd Ward):

Waltzer, Helene S.

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (November 16, 1994).

The City Clerk submitted the printed Official Journal of the Proceedings of the regular meeting held on November 16, 1994, at 10:00 A.M., signed by him as such City Clerk.

Alderman Burke moved to *Approve* said printed Official Journal and to dispense with the reading thereof. The question being put, the motion *Prevailed.*

JOURNAL CORRECTIONS.
(November 10, 1994)

Alderman Burke moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, November 10, 1994, as follows:

Page 59172 -- by deleting the number "2,000.00" appearing in the last line of the page and inserting in lieu thereof the number "1,000.00".

The motion to correct *Prevailed.*

(October 5, 1994)

Alderman Burke moved to *Correct* the printed Official Journal of the Proceedings of the regular meeting held on Wednesday, October 5, 1994, as follows:

Page 57920 -- by deleting the words "east, 66.0 feet, to the place of beginning" appearing in the seventh line from the bottom of the page and inserting in lieu thereof the words "(excepting from the above described tract of land that part of East Cermak Road lying north of the south line of East Cermak Road aforesaid, said south line also being the north line of Block 1 of Canal Trustees Subdivision aforesaid)".

The motion to correct *Prevailed.*

UNFINISHED BUSINESS.

AUTHORIZATION FOR TAX LEVY FOR YEAR 1995 ON ALL PROPERTY WITHIN CITY OF CHICAGO SUBJECT TO TAXATION.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of the Proceedings of November 16, 1994, pages 61198 through 61204, recommending that the City Council pass a proposed ordinance which authorizes a tax levy of Six Hundred Forty-nine Million Two Hundred Sixty-six Thousand and no/100 Dollars ($649,266,000.00) upon all taxable property within the City of Chicago for the year 1995.

On motion of Alderman Burke, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, The City of Chicago is a home rule unit of government as defined in Article VII, Section 6(a) of the Illinois Constitution, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City has adopted its annual appropriation ordinance for the year 1995, pursuant to its powers granted by the constitution and laws of the State of Illinois; and

WHEREAS, It is now appropriate and in the best interests of the City of Chicago to enact its tax levy for the year 1995, to become effective as provided herein; and

WHEREAS, It is appropriate that the tax levy for the year 1995 receive expeditious consideration by the City Council; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. The sum of Six Hundred Forty-nine Million Two Hundred Sixty-six Thousand Dollars ($649,266,000) ascertained by the City Council as the total amount of appropriations heretofore legally made for all corporate purposes to be provided for by the tax levy of the year 1995, is hereby levied for the year 1995 upon all property within the City of Chicago subject to taxation. The purposes for which appropriations have been made and the amount appropriated for such purpose, respectively, are hereinafter specified in detail in the manner authorized for the annual appropriation ordinance for the year 1995, annexed to and made a part of this ordinance. The amounts appropriated and levied for each of said purposes, respectively, are set forth below in separate columns.

Appropriations For Expenditures And Amounts Levied
For The Fiscal Year Beginning January 1, 1995
And Ending December 31, 1995.

Code	Description	Amounts Appropriated	Amounts Levied
	Note Redemption And Interest Fund -- 509 Project Notes		
	Amount to be levied in 1995 for the payment of bond notes and interest on bond notes		
2005.0961	For payment of term notes	$40,000,000	$40,000,000
2005.0962	For payment of interest on term notes	6,830,000	1,830,000
2005.0900	Total for principal and interest	46,830,000	41,830,000
2020.0960	For loss in collection of taxes	2,201,000	2,201,000

Code	Description	Amounts Appropriated	Amounts Levied
	Total from Note Redemption and Interest Fund -- 509	$49,031,000	$44,031,000
	Bond Redemption And Interest Fund -- 510		
2005.0902	For interest on bonds	72,407,000	44,507,000
	General Obligation Project Bonds -- 1985		
	Refunding Series -- 1991		
	General Obligation Project Bonds -- 1991		
	Refunding Series -- 1986		
	Refunding Series -- 1992		
	Refunding Series -- 1993		
	General Obligation Project Bonds -- 1993		
2005.0912	For payment of bonds	19,350,000	19,350,000
2005.0900	Total for principal and interest	91,757,000	63,857,000
2020.0960	For loss in collection of taxes	3,361,000	3,361,000
	Total from Bond Redemption and Interest Fund -- 510	95,118,000	67,218,000
	Note Redemption And Interest Fund -- 512		
2005.0961	For payment of term notes	233,880,000	233,880,000

Code	Description	Amounts Appropriated	Amounts Levied
2005.0998	For operating transfers out	$ 27,000,000	$ 0
2005.0900	Total for principal and other	260,880,000	260,880,000
2020.0960	For loss in collection of taxes	12,309,000	12,309,000
	Total from Note Redemption and Interest Fund -- 512	273,189,000	273,189,000
	Library Bond Redemption And Interest Fund -- 568		
2005.0902	For interest on bonds	2,718,000	2,718,000
2005.0912	For payment of bonds	900,000	900,000
2005.0900	Total for principal and interest	3,618,000	3,618,000
2020.0960	For loss in collection of taxes	190,000	190,000
	Total from Library Bond Redemption and Interest Fund -- 568	3,808,000	3,808,000
	Public Building Commission Fund -- 641		
2005.0915	Department of Law/31 for payment of leases	338,000	338,000

Code	Description	Amounts Appropriated	Amounts Levied
2005.0902	For interest on bonds	$ 159,000	$ 150,000
2005.0912	For payment of bonds	1,400,000	1,200,000
2005.0900	Total for principal and interest	1,559,000	1,350,000
2020.0960	For loss in collection of taxes	89,000	89,000
	Total from Public Building Commission Fund -- 641	1,986,000	1,777,000
	Municipal Employees' Annuity And Benefit Fund -- 681		
2025.0976	For the City's contribution to the employees' annuity and benefit fund	162,433,000	139,692,000
	Laborers' And Retirement Board Employees' Annuity And Benefit Fund -- 682		
2025.0976	For the City's contribution to the employees' annuity and benefit fund	18,726,000	16,104,000
	Policemen's Annuity And Benefit Fund -- 683		
2025.0976	For the City's contribution to the employees' annuity and benefit fund	109,179,000	93,894,000

Code	Description	Amounts Appropriated	Amounts Levied
	Firemen's Annuity And Benefit Fund -- 684		
2025.0976	For the City's contribution to the employees' annuity and benefit fund	$42,504,000	$36,553,000

SECTION 2. In no event shall the amount levied for any purpose, as set forth in Section 1 hereof, exceed the amount appropriated for such purpose as set forth in the annual appropriation ordinance adopted for the year 1995.

SECTION 3. The City Clerk is directed to file certified copies of this ordinance together with copies of the annual appropriation ordinance for the year 1995 with the County Clerk of Cook County and the County Clerk of DuPage County.

SECTION 4. This ordinance shall be in full force and effect from and after its passage and approval.

AUTHORIZATION FOR TAX LEVY AND MANAGEMENT AGREEMENT FOR SPECIAL SERVICE AREA NUMBER 3.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of the Proceedings of November 10, 1994, pages 59697 through 59753, recommending that the City Council pass a proposed ordinance which authorizes a tax levy and management agreement for Special Service Area Number 3.

On motion of Alderman Burke, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Special Service Areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Illinois Special Service Area Act, 35 ILCS 235/0.01, et seq. (the "Special Service Area Act") and pursuant to the Revenue Act of 1939, 35 ILCS 205/1, et seq., as amended from time to time; and

WHEREAS, On October 31, 1983, the City Council of the City of Chicago enacted an ordinance, as amended by an ordinance enacted on May 30, 1984, and as further amended by an ordinance enacted on July 13, 1988 (collectively, the "Establishing Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 3 (the "Area") and authorized the levy of an annual tax not to exceed an annual rate of one and twenty-five one-hundredths of one percent (1.25%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishing Ordinance established the Area as that territory approximately bounded by the area fronting in whole or in part on 63rd Street, from Bell Avenue to Central Park Avenue; on Kedzie Avenue, from 62nd Street to 64th Street; and on Western Avenue, from 61st Street to 64th Street; and

WHEREAS, The Special Services authorized in the Establishing Ordinance include recruitment of new business to the Area, loan packaging services, rehabilitation activities, coordinated promotional and advertising activities for the Area, and other technical assistance activities to promote commercial and economic development; and

WHEREAS, The Establishing Ordinance provided for the appointment of the Southwest Business Area Growth Commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly

budget based upon the cost of providing the Special Services and further to advise the Mayor and the City Council regarding the amount of the Services Tax to be levied; and

WHEREAS, It is the responsibility of the Commission to recommend to the Department of Planning and Development, the Mayor and the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City and the Service Provider for the provision of Special Services to the Area; and a line item budget to be included in the agreement between the City and the Service Provider; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development and to the City Council its recommendations for a yearly budget to provide the Special Services in the Area for the fiscal year commencing January 1, 1995, has advised the Mayor and the City Council concerning the Services Tax for the tax year 1994 for the purpose of providing funds necessary to provide the Special Services and has recommended to the Department of Planning and Development, the Mayor and the City Council an agreement with the Service Provider, whose terms and conditions provide for the expenditure of the Services Tax for the provision of the Special Services for the fiscal year commencing January 1, 1995, in substantially the form attached hereto as Exhibit A; and

WHEREAS, Certain members of the Commission may serve from time to time on the Board of Directors of the Service Provider, or serve the Service Provider in some other voluntary capacity, which such service shall provide no financial compensation in any manner to such Commission member; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Incorporation of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Southwest Business Area Growth Commission
Special Service Area Budget.

For the fiscal year beginning January 1, 1995 and ending December 31, 1995.

	Expenditures
Service Provider Contract for the provision of Special Services	$376,406
TOTAL BUDGET REQUEST:	$376,406
Source Of Funding	
Tax levy at a rate not to exceed one and twenty-five one-hundredths of one percent (1.25%) of the assessed value, as equalized, of taxable property within Special Service Area Number 3	$376,406

SECTION 3. Levy of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(1)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Special Service Area Act and pursuant to the provisions of the Establishing Ordinance, the sum of $376,406 as the amount of the Services Tax for the tax year 1994.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 1994 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Contract. The Commissioner of the Department of Planning and Development (the "Commissioner"), or a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an agreement with the Greater Southwest Development Corporation, an Illinois not-for-profit corporation, in substantially the form attached hereto as Exhibit A and hereby made a part hereof (the "Service Provider Contract"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Contract, with such changes, deletions and insertions as shall be approved by the persons executing the Service Provider Contract.

SECTION 6. Exemption. The Service Provider Contract is hereby declared exempt from Section 2-156-020 of the Municipal Code of the City of Chicago.

SECTION 7. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 8. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 9. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 10. Effective Date. This ordinance shall take effect ten (10) days after its passage and publication.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Service Provider Contract Agreement

For Special Service Area Number 3

Between

The City Of Chicago

(Represented By The Special Service Area Commission)

And

Greater Southwest Development Corporation

Richard M. Daley,

Mayor.

Agreement.

This Agreement ("Agreement") is entered into by and between Greater Southwest Development Corporation, a not-for-profit corporation (the "Contractor") authorized to do business under the laws of the State of Illinois and the City of Chicago ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through the Special Service Area Commission ("S.S.A.C.") at Chicago, Illinois.

Recitals.

Whereas, Special service areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Illinois Special Service Area Tax Law, 35 ILCS 200/27-5, et seq. (the "Special Service Area Act") and pursuant to the Revenue Act of 1939, 35 ILCS 205/1, et seq., as amended from time to time; and

Whereas, The City Council of the City of Chicago ("City Council") has established a special service area known and designated as "City of Chicago Special Service Area Number 3" (the "Area") to provide special services (the "Special Services") in addition to services provided generally by the City. The City Council has further authorized the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services but not to exceed 1.25% of the equalized assessed value of all property within the Area (the "Services Tax"), all as provided in an ordinance enacted on October 31, 1983, and amended by ordinances enacted on May 30, 1984, July 13, 1988 and September 14, 1988, respectively, (the "Establishment Ordinance"); and

Whereas, The City Council enacted an ordinance on _____, 1994 which authorizes the levy of the Services Tax and appropriation of the funds therefrom for the Area for fiscal year 1995, for the provision of the Special Services in the Area; and

Whereas, The Contractor and the City desire to enter into this Agreement to provide such Special Services in the Area; and

Whereas, The Contractor is ready, willing and able to enter into this Agreement to provide the Special Services to the full satisfaction of the City;

Now, Therefore, In consideration of the mutual promises contained in this Agreement, the City and Contractor agree as follows:

Article 1.

Incorporation Of Recitals.

The recitals set forth above are incorporated by reference as if fully set forth herein.

Article 2.

Definitions.

The following words and phrases shall have the following meanings for purposes of this Agreement:

"Account" means the checking account the Contractor is required to establish pursuant to Section 5.03 hereof.

"Agreement" means this Special Service Area Agreement, including all (sub)exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Area" means City of Chicago Special Service Area Number 3.

"Budget" means the budget to be prepared by the S.S.A.C. in conjunction with the Contractor.

"City" means the City of Chicago.

"City Council" means the City Council of the City of Chicago.

"Commissioner" means the Commissioner of the Department of Planning and Development or her duly authorized representative.

"Construction" means building activities but does not include maintenance work or pre-development work (design and preparation of specifications).

"Contractor" means Greater Southwest Development Corporation.

"Days" means business days in accordance with the City of Chicago business calendar.

"Department" means the Department of Planning and Development.

"Effective Date" means the date set forth in Article 4 hereof.

"Establishment Ordinance" means the Ordinance enacted by City Council on October 3, 1983 and amended by ordinances enacted May 30, 1984, July 13, 1988 and September 14, 1988, respectively, authorizing imposition of the Service Tax and setting forth the Special Services to be provided in the Area.

"Maximum Compensation" is the amount the City has agreed to pay the Contractor for its Services which is set forth in Section 5.01 hereof and shall be equal to the ad valorem tax levied and collected by the City.

"Purchasing Agent" means the Purchasing Agent of the City of Chicago or his duly authorized representative.

"Revised Services" means those Services authorized in writing by the S.S.A.C. which are within the general Scope of Services of this Agreement and within the general scope of the Special Services identified in the Establishment Ordinance and do not affect the Maximum Compensation set forth in Section 5.01 and the Budget. (Revised Services shall be limited to changes or revisions to the line items in the Budget and shall require only the approval of the S.S.A.C. in a written modification to this Agreement before the City shall become obligated to pay for such Revised Services).

"Risk Management Division" means the Risk Management Division of the Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"Security Firm" means a business entity certified by the State of Illinois pursuant to the Private Detective, Private Alarm and Private Security Act of 1983, 225 ILCS 445/1, et seq., and whose employees are registered and certified by the State of Illinois.

"Services" means collectively, the services, duties and responsibilities described in Article 3 and the Scope of Services of this Agreement and in the Establishment Ordinance and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Service Tax" means the ad valorem tax levied and appropriated for each budget year covered by this Agreement in an amount not to exceed 1.25% of the equalized assessed value of all property in the Area.

"Service Tax Funds" means the amount actually collected pursuant to the Service Tax.

"Special Services" means those special services authorized by the Establishment Ordinance in addition to services generally provided by the City.

"Special Service Area Commission" ("S.S.A.C.") means the body established pursuant to the Establishment Ordinance to prepare the Budget in conjunction with the Contractor, identify a Contractor and supervise the provision of the Special Services in the Area pursuant to the Establishment Ordinance.

"Subcontractor" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors of any tier, subconsultants of any tier, suppliers and materialmen, whether or not in privity with Contractor.

Article 3.

Duties And Responsibilities Of Contractor.

3.01 Scope Of Services.

The Services which the Contractor shall provide under this Agreement shall include, but are not limited to, those described in this Article 3 and in (Sub)Exhibit 1 which is attached hereto and incorporated by reference as if fully set forth herein. This Scope of Services is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services which the Contractor is to provide under this Agreement. The S.S.A.C. reserves the right to require Contractor to perform Revised Services under the same terms and conditions of this Agreement. The S.S.A.C. by written notice of the Department and the Contractor may delete or amend the figures contained and described in the Budget attached hereto as (Sub)Exhibit 2 and incorporated by reference as if fully set forth herein. Contractor Shall Not Engage In Construction Of Any Type Or Kind. Contractor shall provide the Services in accordance with the standards of performance set forth in Section 3.02.

3.02 Standard Of Performance.

The Contractor shall perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a Contractor performing Services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. The Contractor shall at all times use its best efforts on behalf of the City and the S.S.A.C. and to assure timely and satisfactory rendering and completion of its Services.

Contractor shall at all times act in the best interests of the City consistent with its professional obligations assumed by it in entering into this Agreement. Contractor shall perform all Services in accordance with the terms and conditions of this Agreement and to the reasonable satisfaction of the Department. Contractor covenants with the City to furnish its best skill and judgment and to cooperate with the officials, employees and agents of the City in furthering the City's interests. Contractor agrees to furnish efficient business administration and supervision to render and complete the Services at reasonable cost.

Contractor shall assure that all Services which require the exercise of professional skills or judgment shall be accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor shall remain responsible for the professional and technical accuracy of all Services provided, whether by Contractor or its Subcontractors or others on its behalf.

If Contractor fails to comply with the foregoing standards, Contractor shall perform again, at its own expense, any and all Services required to be reperformed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any and all of the Services by the City shall not relieve Contractor of its responsibility for the professional and technical accuracy of its Services. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

3.03 Personnel.

A. Key Personnel.

Contractor shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension thereof, an adequate staff of competent personnel which is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services.

B. Salaries And Wages.

Salaries and wages due to all employees of Contractor performing Services under this Agreement shall be paid unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Contractor underpays any such salaries or wages, the Comptroller for the City may withhold, out of payments due to Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of

hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this section is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

3.04 Nondiscrimination.

A. Federal Requirements.

It shall be an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin.

The Contractor shall comply with The Civil Rights Act of 1964, 42 U.S.C. Sec. 2000, et seq. (1981), as amended. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. Secs. 6101 -- 6106 (1981); Rehabilitation Act of 1973, 29 U.S.C. Secs. 793 -- 794 (1981); Americans With Disabilities Act of 1990, 42 U.S.C. §12101, et seq. and 41 C.F.R. Part 60, et seq. (1990).

B. State Requirements.

The Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq. (1990), as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 5 Ill. Admin. Code §750 Appendix A. Furthermore, the Contractor shall comply with the Discrimination in Public Contracts Act, 775 ILCS 10/1, et seq. (1990), as amended.

C. City Requirements.

The Contractor shall comply with the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010, et seq., of the Chicago Municipal Code (1990), as amended.

Further, Contractor shall through the Department furnish and shall cause each of its Subcontractor(s) through the Department to furnish such reports and information as requested by the Chicago Commission on Human Relations.

3.05 Insurance.

A. Insurance To Be Provided By Contractor.

The Contractor shall procure and maintain at all times, until final acceptance for the Services to be provided under this Agreement, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this Agreement, provided however, that the S.S.A.C. may pay the required insurance premium(s) as a line item in the Budget.

The kinds and amounts of insurance required are as follows:

1) Workers' Compensation And Occupational Disease Insurance.

If the Contractor has employees, Workers' Compensation and Occupational Disease Insurance, in statutory amounts covering all employees who are to provide a service under this Agreement. Employer's liability coverage with limits of not less than $100,000 each accident or illness shall be included.

2) Commercial Liability Insurance (Primary and Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include products/ completed operations, broad form property damage, independent contractors, damage and contractual liability. The City of Chicago is to be named as additional insured, without recourse or right of contribution for any liability arising from these Services.

3) Automobile Liability Insurance.

When any motor vehicles are used in connection with work and/or Services to be performed, the Contractor shall provide Automobile Liability Insurance with limits of not less than $300,000 per occurrence combined single limit, for bodily injury and property damage. The City of Chicago is to be named as an additional insured.

4) Professional Liability Insurance.

When any architects, engineers, or consulting firms perform the Services in connection with this Agreement, Professional Liability Insurance shall be maintained with limits of $500,000. The policy shall have an extended reporting period of two (2) years. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services under this Agreement.

5) Blanket Crime Insurance.

When any funds are advanced to the Contractor by the City, the Contractor shall obtain and maintain a Blanket Crime Insurance policy covering all persons handling S.S.A. funds under this Agreement against loss by reason of theft, robbery, dishonesty, destruction, disappearance, or other crimes. The amount of the policy shall be written to cover losses in an amount of not less than the Maximum Compensation set forth in Article 5 hereof.

B. Security Firms And Subcontractors.

If the Contractor enters into a subcontract with a Security Firm, such Security Firm shall be certified by the State of Illinois, and the Security Firm's employees shall be registered and certified by the State. Contractor shall ensure and require any Security Firm subcontractor to comply with the Risk Management approved Security Firm Insurance Provisions attached hereto as (Sub)Exhibit 4 and incorporated by reference as if fully set forth herein. Contractor shall ensure and require any subcontractors or subconsultants other than Security Firms to comply with Risk Management approved S.S.A. Subcontractor's or Subconsultant's Insurance Provisions attached hereto as (Sub)Exhibit 5 and incorporated by reference as if fully set forth herein.

C. Related Requirements.

The Contractor will furnish the City of Chicago, Department of Planning and Development, Neighborhood Services Division, Suite 2800, 20 North Clark Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverage has an expiration or renewal date occurring during the term of this Agreement. The Contractor shall submit evidence of insurance on the City of Chicago Insurance Certificate of Coverage Form (copy attached) prior to effective date of this Agreement. The failure of the City to obtain such evidence from Contractor before permitting Contractor to commence Services shall not be deemed to be a waiver by the City, and the Contractor shall remain under continuing obligation to maintain the insurance coverage.

The insurance specified above shall be carried until all Services required to be performed under the terms of this Agreement are satisfactorily completed. Failure to carry or keep such insurance in force may constitute a default under this Agreement, and the City maintains the right to terminate this Agreement until proper evidence of insurance is provided.

The insurance shall provide for forty-five (45) days prior written notice to be given to the Department in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles on the referenced insurance coverages shall be borne by the Contractor and the Subcontractors.

Contractor expressly understands and agrees that any insurance coverage and limits furnished by Contractor shall in no way limit the Contractor's liabilities and responsibilities specified within contract documents, this Agreement or by law.

The Contractor agrees that insurers shall waive their rights of subrogation against the City of Chicago.

The Contractor expressly understands and agrees that any insurance maintained by the City of Chicago shall apply in excess of and not contribute with insurance provided by the Contractor under this Agreement.

If Contractor desires additional coverage, higher limits of liability, or other modifications for its own protection, the Contractor shall be responsible for the acquisition and cost of such additional protection.

The City of Chicago maintains the right to modify, delete, alter or change these requirements.

3.06 Indemnification.

The Contractor agrees to protect, defend, indemnify, keep, save, and hold the City, its officers, officials, members of the S.S.A.C., employees and agents free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character (collectively, "Claims") in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof by the Contractor, its officials, agents, employees, and Subcontractors, including but not limited to, the enforcement of this indemnification provision. Without limiting the foregoing, any and all such Claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend all suits for any and all Claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the Claims are considered groundless, false or fraudulent.

The City shall have the right, at its option and at its own expense, to participate in the defense of any suit, without relieving the Contractor of any of its obligations under this indemnity provision. The Contractor expressly understands and agrees that the requirements set forth in this indemnity to protect, defend, indemnify, keep, save and hold the City free and harmless are separate from and not limited to the Contractor's responsibility to obtain insurance or to provide a bond pursuant to other sections in this Agreement. Further, the indemnities contained in this section shall survive the expiration or termination of this Agreement.

3.07 Records And Audits.

The Contractor shall deliver or cause to be delivered all documents, data, studies, reports, findings or information to the Department and/or S.S.A.C. promptly in accordance with the time limits prescribed in this Agreement, and if no time limit is specified, then upon reasonable demand therefore or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery upon demand, then and in that event, the Contractor shall pay to the City any damages the City may sustain by reason thereof. Contractor shall maintain any such records not delivered to the City or demanded by the City for a period of five (5) years after the final payment made in connection with this Agreement.

The Contractor and any of the Contractor's subcontractors shall furnish the S.S.A.C. and the public with a monthly report or provide such information as may be requested relative to the performance and costs of the Services at the S.S.A.C. monthly public meeting. The Contractor shall maintain records showing actual time devoted and costs incurred. The Contractor shall keep books, documents, papers, records and accounts in connection with the Services open to an independent audit to be conducted by either City employees or third parties, inspection, copying, abstracting and transcriptions and shall make these records available to the City and any other interested governmental agency, at reasonable times during the performance of its Services. In addition, Contractor shall retain them in a safe place and make them available for an independent audit, inspection, copying and abstracting for at least five (5) years after the final payment made in connection with this Agreement.

The Contractor Shall Not Commingle Service Tax Funds With Funds From Other Sources, and to the extent that the Contractor conducts any business operations separate and apart from the Services required under this Agreement using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then the Contractor shall maintain and make similarly available to the City detailed records supporting Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

Contractor shall maintain its books, records, documents, and other evidence and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. The Contractor shall provide an annual audited financial statement to the S.S.A.C. within one hundred twenty (120) days after the end of the calendar year and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

3.08 Subcontracts And Assignments.

Contractor shall not assign, delegate, subcontract or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or without the express written consent of the S.S.A.C.. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

If the Contractor enters into a subcontract with a Security Firm, such Security Firm shall be licensed by the State of Illinois, and the Security Firm's employees shall be registered and certified by the State. Any and all Security Firm subcontracts shall contain the Risk Management approved Security Firm Insurance Provisions attached hereto as (Sub)Exhibit 4 and incorporated by reference as if fully set forth herein. Contractor shall insure and shall require any subcontractors or subconsultants other than Security Firms to comply with the Risk Management approved S.S.A. Subcontractor's or Subconsultant's Insurance Provisions attached hereto as (Sub)Exhibit 5 and incorporated by reference as if fully set forth herein.

All subcontracts and all approvals of Subcontractors or Subconsultants and any assignment to which the S.S.A.C. consent shall be, regardless of their form, deemed conditioned upon performance by the Subcontractor or assignee in accordance with the terms and conditions of this Agreement. The S.S.A.C. expressly reserves the right to approve any and all Security Firm subcontracts.

Article 4.

Term Of Services.

This Agreement shall take effect as of January 1, 1995 ("Effective Date") and shall continue through December 31, 1995 or until the Services are completed, or until the Agreement is terminated in accordance with its terms, whichever occurs first. The City, by notice to the Contractor from the S.S.A.C., may extend this Agreement beyond the original completion or termination date under the same terms and conditions (including a Revised Budget), however, such extension shall terminate whenever a new Agreement between the City and Contractor takes effect or six (6) months after the original completion or termination date, whichever is later.

Article 5.

Compensation.

5.01 · Basis Of Payment.

A. Maximum Compensation. The Maximum Compensation that the Contractor may be paid under this Agreement is Three Hundred Seventy-six Thousand Four Hundred Six and No/100 Dollars ($376,406.00) or the amount of the Service Tax Funds actually collected for tax year 1994, whichever is less ("Maximum Compensation"). The City Comptroller will

transfer the levied and collected Service Tax Funds to the Contractor as received.

B. Reimbursement. The Contractor may reimburse its Subcontractors for Services satisfactorily performed pursuant to the Budget required under this Agreement.

5.02 Budget For Services.

The Contractor, shall in conjunction with the S.S.A.C., prepare a Budget attached hereto as (Sub)Exhibit 2 and incorporated by reference as if fully set forth herein covering each of the Services described in the Scope of Services. The S.S.A.C. reserves the right to transfer funds between and/or among line items or make Budget revisions which do not affect the Maximum Compensation as set forth in Section 5.01(A) and the Budget. The S.S.A.C. may revise the Budget if any part of Contractor's Services is terminated under this Agreement.

5.03 Method Of Payment.

A. Account. The Contractor shall establish a separate checking account ("Account") in a bank authorized to do business in the State of Illinois and which is a member of or insured by the Federal Deposit Insurance Corporation and approved by the S.S.A.C.. All Service Tax Funds that the Comptroller transfers to the Contractor shall initially be deposited in the Account and disbursements from the Account shall be pursuant to this Agreement. The Contractor shall provide to the S.S.A.C. the signature card and sample check from the bank which shows the respective signature(s) of the authorized representative(s) of the Contractor. The Contractor shall submit monthly expenditure reports to the S.S.A.C. for review and approval. Further, the City reserves the right to audit the Account and the Contractor shall refund to the S.S.A. any and all expenditures from the Account which are neither expended pursuant to the Budget nor approved by the S.S.A.C.. The name and address of the bank is Marquette National Bank, 6316 South Western Avenue, Chicago, Illinois 60636 and the wire transfer and the Account number(s) are 121-609-4.

B. Remaining Funds. Any and all funds remaining in the Account at the end or termination of the Agreement and any and all interests earned on the Account belong to the City for the benefit of Special Service Area No. 3 and shall be used only for Special Services. The S.S.A.C. may request that the operations be continued using remaining funds at the end of the year during the six months extension period if all funds have not been exhausted.

5.04 Criteria For Payment.

The S.S.A.C. in its sole discretion shall determine the reasonableness, allocability and allowability of any rates, costs and expenses charged by the Contractor.

5.05 Funding.

The source of funds for payments under this Agreement and limitations on the amount thereof shall be equal to the amount of the Service Tax Funds actually collected by the City. The Fund Number is 328.

5.06 Non-appropriation.

The City shall not be obligated to pay any amount beyond the Maximum Compensation set forth in Section 5.01(A).

Article 6.

Special Conditions.

6.01 Warranties And Representations.

In connection with the execution of this Agreement, Contractor warrants and represents:

A. That it is financially solvent; that it and each of its employees, agents, Subcontractors of any tier are competent to perform the Services required under this Agreement; and that the Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein.

B. That the Contractor shall not knowingly use the services of any ineligible contractor or subcontractor for any purpose in the performance of its Services under this Agreement.

C. That the Contractor and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department to have, within five (5) years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City of Chicago.

D. That the Contractor has carefully examined and analyzed the provisions and requirements of this Agreement; that it understands the nature of the Services required; that from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement, the general and special conditions, and all other matters which in any way may affect this Agreement or its performance; and that the time available to it for such examination, analysis, and preparation was adequate; that it was permitted access to any person or information in connection with its preparation of the proposal.

E. That the Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of Section 2-92-320 of Chapter 2-92 of the Municipal Code of Chicago, and in connection therewith, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E-1, et seq. (1989), as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 (1990 Supp.). Contractor has executed a Contractor's Affidavit which is attached hereto as (Sub)Exhibit 3 and incorporated by reference as if fully set forth herein.

F. It shall be the duty of any bidder, proposer, or Contractor, all Subcontractors, and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of the bidder, proposer, Contractor, or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All subcontracts shall inform Subcontractors of the provision and require understanding and compliance herewith.

Further, the Contractor understands and acknowledges that any person who violates any provision of Chapter 3-68 of the Municipal Code of Chicago shall be subject to a fine of not less than $500 and more than $1,000 for each offense. Every day that the violation continues shall constitute a separate and distinct offense. This fine shall be in addition to the remedy of termination enumerated above, and any other remedy available under applicable law.

G. The City of Chicago, through the passage of the MacBride Principles Ordinance, seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if the primary Contractor conducts any business operations in Northern Ireland, it is hereby required that the Contractor shall make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland, as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section shall not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

H. Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination pursuant to Sections 8.01(A) and (B).

6.02 Business Documents And Contractor's Affidavit.

Contractor shall provide the City with a Contractor's Affidavit, a completed copy of which is attached hereto as (Sub)Exhibit 3 and incorporated by reference as if fully set forth herein. Contractor shall further cause its subcontractors or, if a partnership or joint venture, all members of the partnership or joint venture, to submit all such documents to the City.

6.03 Conflict Of Interest.

Pursuant to Chapter 156 of the Municipal Code of Chicago, no member of the governing body of the City or other units of government and no other officer, employee, S.S.A. Commissioner or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains, shall have any personal, economic or financial interest, direct or indirect in this Agreement except to the extent that such benefits are provided equally to all residents or business owners in the Area. Furthermore, no S.S.A. Commissioner or other City official, agent or employee shall be a Subcontractor, employee or shareholder of the Contractor or receive anything of value from the Contractor. The Contractor shall not employ family members of S.S.A. Commissioners, and S.S.A. Commissioner's family members shall not have

any interest or receive anything of value from the Contractor which would be distinguishable from benefits enjoyed by all the residents or business owners in the S.S.A.. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors, presently have no financial interest and shall acquire no interest, direct or indirect, in the Services undertaken by Contractor pursuant to the Agreement which would conflict in any manner or degree with the performance of the Services hereunder. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. Contractor agrees that if the Purchasing Agent in his reasonable judgment, determines that any of Contractor's Services for others conflict with the Services Contractor is to render for the City under this Agreement, Contractor shall terminate such other Services immediately upon request of the City.

6.04 Non-liability Of Public Officials.

No official, employee or agent of the City shall be charged personally by the Contractor, or by any assignee or Subcontractor of the Contractor, with any liability or expense of defense or be held personally liable to them under any term or provision of this Agreement, or because of the City's execution or attempted execution, or because of any breach hereof.

Further, no officer, agent or employee of the City or the S.S.A.C. is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by the Board of Ethics established pursuant to the Municipal Code of Chicago (Chapter 2-156); and that no payment, gratuity or offer of employment shall be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Contractor or higher tier Subcontractors or anyone associated therewith, as an inducement for the award of a subcontract or order; and Contractor further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City.

6.05 Independent Contractor.

The Contractor shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent, or partner of the City.

Article 7.

Events Of Default, Remedies, Termination, Right To Offset And Suspension.

7.01 Events Of Default Defined.

The following shall constitute events of default:

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by the Contractor to the City.

B. Contractor's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:

1. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services due to reasons or circumstances within the Contractor's reasonable control;

2. Failure to perform the Services in a manner satisfactory to the S.S.A.C., or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

3. Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

4. Discontinuance of the Services for reasons not beyond Contractor's reasonable control;

5. Failure to comply with a material term of this Agreement; and

6. Any other acts specifically and expressly stated in this Agreement as constituting an event of default.

C. Any change in ownership or control of the Contractor without the prior approval of the Department, which shall not be unreasonably withheld.

7.02 Remedies.

The occurrence of any event of default which the Contractor has failed to cure within thirty (30) calendar days after receipt of notice given in accordance with the terms of this Agreement and specifying the event of default or which, if such event of default cannot be reasonably cured within thirty (30) calendar days after notice, Contractor has failed, in the sole opinion of the City, to commence and continue diligent efforts to cure, may, at the sole option of the City, permit the City to declare Contractor in default. Whether to declare Contractor in default is within the sole discretion of the Department and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement. Written notification of the default, and any intention of the Department to terminate the Agreement, shall be provided to Contractor and such decision shall be final and effective upon Contractor's receipt, as defined herein, of such notice. Upon the giving of such notice as provided herein, the Contractor must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the City. At such time the City may invoke any remedy available to it in law or in equity.

If the City considers it to be in its best interests, it may elect not to declare default or to terminate the Agreement hereunder. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits Contractor to continue to provide the Services despite one or more events of default, the Contractor shall in no way be relieved of any of its responsibilities, duties or obligations under this Agreement nor shall the City waive or relinquish any of its rights.

No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

7.03 Right To Offset.

The City reserves its rights under Section 2-92-380 of the Municipal Code of Chicago. The Commissioner shall consult with the S.S.A.C. before exercising such rights.

7.04 Termination For Convenience.

In addition to termination pursuant to Sections 8.01 and 8.02 hereof, the City upon request from the S.S.A.C. may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice

in writing from the City to Contractor when the Agreement may be deemed to be no longer in the best interests of the City. If the City elects to terminate the Agreement in full, all Services to be provided hereunder shall cease and all materials as may have been accumulated in performing this Agreement, whether completed or in the process, shall be delivered to the City effective ten (10) days after the date of receipt of the notice in accordance with Article 10 of this Agreement if no date is given or upon the effective date stated in the notice.

During the final ten (10) days Contractor shall restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination shall be allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination shall be on the same basis as set forth in Article 5 hereof, but if any compensation is described or provided for on the basis of a period longer than ten (10) days, then the compensation shall be prorated accordingly. No amount of compensation, however, shall compensate for anticipated profits on unperformed services.

If the City's election to terminate this Agreement for default pursuant to Sections 8.01 and 8.02 hereof is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination shall be deemed to be a termination for convenience pursuant to this Section 7.04.

7.05 Suspension.

The City, upon the request of the S.S.A.C., may at any time request that Contractor suspend its Services, or any part thereof, by giving fifteen (15) days prior written notice to Contractor or upon no notice in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. Contractor shall promptly resume its performance of such Services under the same terms and conditions as stated herein upon written notice by the Department and such equitable extension of time as may be mutually agreed upon by the Purchasing Agent and Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the Services shall be treated in accordance with the compensation provisions under Section 5 of this Agreement.

7.06 No Damages For Delay.

The Contractor agrees that it, its members, if a partnership or joint venture and its subcontractors shall make no claims against the City for damages, charges, additional costs or hourly fees for costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement.

Article 8.

General Conditions.

8.01 Entire Agreement.

This Agreement, and the (sub)exhibits attached hereto and incorporated hereby, shall constitute the entire Agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein and therein.

8.02 Counterparts.

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

8.03 Amendments.

No changes, amendments, modifications, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and by the Commissioner or their respective successors and assigns. The City shall incur no liability for Revised Services without a written amendment to this Agreement pursuant to this section.

Whenever in this Agreement Contractor is required to obtain prior written approval, the effect of any approval which may be granted pursuant to Contractor's request shall be prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event may approval apply retroactively to a date before the approval was requested.

8.04 Compliance With All Laws.

Contractor shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local governments, now existing or hereinafter in effect, which may in any manner affect the performance of the Agreement. Provision(s) required by law, ordinances, rules, regulations, or executive orders to be inserted shall be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement shall forthwith be amended to literally make such insertion; however, in no event shall the failure to insert such provision(s) prevent the enforcement of this Agreement.

8.05 Severability.

If any provisions of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

8.06 Interpretation.

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any (sub)exhibit or document shall be deemed to include all supplements and/or amendments to any such (sub)exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

8.07 Assigns.

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

8.08 Cooperation.

Contractor agrees at all times to cooperate fully with the City and to act in the City's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of the Services during any transition period and shall otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

8.09 Miscellaneous Provisions.

Whenever under this Agreement the City by a proper authority waives Contractor's performance in any respect or waives a requirement or condition to either the City's or the Contractor's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of the Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

Article 9.

Notices.

Notices provided for herein, unless expressly provided for otherwise in this Agreement, shall be in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If To The City:

Special Service Area Commission Number 3
Chicago Southwest Business Growth
Area Commission
2601 West 63rd Street
Chicago, Illinois 60629
Attention: Harry Meyer, Program Manager

Department of Planning and Development
City Hall, Room 1000
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Commissioner

With Copies To:

Department of Law
City Hall, Room 511
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If To Contractor:

Greater Southwest Development Corporation
2601 West 63rd Street
Chicago, Illinois 60629
Attention: Harry Meyer, Program Manager

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this Article 9. Notices delivered by mail shall be deemed received three (3) days after mailing in accordance with this article. Notices delivered personally shall be deemed effective upon receipt.

Article 10.

Authority.

10.01 City Authority.

This Agreement is entered into pursuant to the City Council ordinance enacted on _____, 1994 by virtue of the home rule authority conferred on the City under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois or in accordance with the Municipal Purchasing Act for cities of 500,000 or more population, as contained in the Illinois Municipal Code, 65 ILCS 5/8-10-1, et seq., as amended, and with the Chicago Municipal Code, as amended.

10.02 Contractor's Authority.

Execution of this Agreement by the Contractor is authorized by a resolution of its Board of Directors, if a corporation, and the signature(s) of each person signing on behalf of the Contractor have been made with complete and full authority to commit the Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained herein, including without limitation such representations, certifications and warranties collectively attached hereto and incorporated by reference herein.

In Witness Whereof, The City and Contractor have executed this Agreement on the date first set forth above, at Chicago, Illinois.

City of Chicago

Recommended By:

_____

Chairperson, S.S.A.C.

Signed By:

_____
Commissioner, Department of
Planning and Development

Approved As To Form And Legality:

_____
Assistant Corporation Counsel

Greater Southwest Development
Corporation

By: _____

Its: _____

Attested By: _____

Its: _____

Subscribed and sworn to before me
this ____ day of _____, 19__.

_____
Notary Public

My commission expires: _____

(Sub)Exhibits 1, 2, 3, 4 and 5 referred to in this Service Provider Contract read as follows:

(Sub)Exhibit 1.
(To Service Provider Contract)

Scope Of Services.

Program For 1994.

Special Service Area Number 3 was formed to provide special services to the business area primarily along West 63rd Street in the Chicago neighborhood of Chicago Lawn. The services include, but are not limited to, recruitment of new businesses to the area, loan packaging services, building rehabilitation activities, coordinated promotional and advertising activities for the area, and other technical assistance activities to promote commercial and economic development. The specific activities to be undertaken during 1994 are generally broken into two types of services; those with a direct benefit and those which indirectly benefit the businesses. Indirect services generally include the administration expenses and costs of maintaining an office. Direct services include the categories of security, development, appearance/maintenance and promotions.

1994 Direct Services Program:

Security Services: The Security Rebate Program -- A total of $7,500 has been allocated to provide rebates for S.S.A. businesses that purchase electronic security systems and lighting. Businesses can receive 50% of the cost of allowed security systems up to a maximum rebate of $250. Applicants submit invoices for the equipment purchased, they are reviewed by committee and ratified at the monthly meeting of the S.S.A.C..

Development Services: We are currently supporting work on three specific development projects: 63rd and Kedzie mixed use low-income elderly apartments; HIWAY Theater redevelopment into a multi-cultural center; and storefront conversion to accessible housing. All of these projects have been in the predevelopment stage and should move to demolition/construction phase by early 1995.

Street Maintenance/Beautification:

The program includes a crew of three individuals that clean sidewalks and gutters five days each week. Equipment used is most often brooms and shovels but at times power vacuums, mowers, and weed "wackers" are used. We have not gotten involved in trying to provide area-wide snow removal.

Graffiti has been on the increase in the business area over the past five years or so. Our program includes graffiti removal through various means in order to maximize the benefit at as low a cost as possible. To achieve this we utilize the services of the Mayor's Graffiti Blasters when possible. When that is not possible (primarily when response time is long) we employ the services of graffiti removal subcontractors. The graffiti is either painted over or the surface is chemically cleaned and washed. We have also treated particularly troublesome buildings with a graffiti proofing material.

Seasonal banners and decorations are also a part of this category. Banners are changed approximately 3 to 5 times each year and special decorations are installed by a subcontractor during the year-end holidays. This year we purchased new sidewalk sale banners instead of using link-letter banners as we have in previous years.

Advertising/Promotion:

The concept utilized is to advertise and promote the entire business community as one shopping area. This year the plan includes two Sidewalk Sales (June and August), the Fifteenth Annual Holiday Parade, Saturday, November 19, the Holiday Parade Poster Contest, and continuous marketing of the local restaurants via the 63rd Street Restaurant Guide.

(Sub)Exhibit 2.
(To Service Provider Contract)

Department Of Planning And Development Proposed Special Service Area Budget.

Special Service Area Name and Number: Special Service Area Number 3 -- Chicago Southwest Business Growth Area Commission

Chairman, Special Service Area: Allen Shemetulskis Telephone: 778-4694

Sole Service Provider: Greater Southwest Development Corporation

Program Manager: Harry Meyer Telephone: 436-1000

Budget Period: From: January 1, 1995 To: December 31, 1995

Item	Budget Year 1995
Accounting	$ 0.00
Administrative Services	122,156.00
Advertising/Promotion	40,000.00
Auditing	2,700.00
Cleaning of Area	0.00
Consultants Services	0.00
Development Programs	85,000.00
Equipment	0.00
Equipment Maintenance	0.00
Employees' Benefits	0.00
Insurance	8,000.00
Interest Expenses	0.00
Legal Fees	5,000.00
License Fees	0.00
Maintenance	250.00
Management Fees	0.00
Office Equipment	2,500.00
Office Expenses	0.00
Office Rent	0.00
Postage	1,000.00
Printing/Publications	0.00
Professional Services	0.00
Salaries	0.00

Item	Budget Year 1995
Security Services	$ 2,500.00
Snow Plowing	250.00
Street Maintenance/Beautification	80,000.00
Subscriptions/Dues	350.00
Supplies	1,400.00
Telephone	0.00
Training and Workshops	1,500.00
Transportation	1,000.00
Travel	0.00
Utilities	0.00
Other	0.00
Building Improvements	6,500.00
Miscellaneous	1,300.00
Contingency Fund (5% of budget)	15,000.00
TOTAL:	$376,406.00

Estimated Tax Levy: $376,406.00

S.S.A. Number: 3

This Budget is approved by the S.S.A. Chairman:

(Signed) Allen Shemetulskis
Signature

Allen Shemetulskis
(Type) S.S.A. Chairman

September 13, 1994
Date

Approval by the Department of Planning and Development:

Signature

(Type)

Date

(Sub)Exhibit 3.
(To Service Provider Contract)

Contractor's Affidavit.

Specification Number: _____

Bidder/Proposer Name: Greater Southwest Development Corporation

Bidder/Proposer Address: 2601 West 63rd Street

Chicago, Illinois 60629

Federal Employer I.D. Number: 36-285-8304

or Social Security Number: _____

Instructions: For Use With A Contract Funded In Whole By City Or State Funds. Every Contractor submitting a bid/proposal to the City of Chicago must complete this Contractor's Affidavit. Special attention should be paid to Sections I (pages 1 to 4), II (page 4), III C (page 6), and IV (page 8), which require the Contractor to provide certain information to the City. The Contractor should complete this Contractor's Affidavit by signing Section V (page 8). Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Contractor's Affidavit. In the event that the Contractor is unable to certify to any of the statements contained herein, Contractor must contact the Department of Purchases, Contracts and Supplies for the City of Chicago and provide a detailed factual explanation of the circumstances leading to the Contractor's inability to so certify.

The undersigned Frank Mainczyk (Name), as President (Title)

and on behalf of Greater Southwest Development Corporation (Business Name) ("Contractor")

having been duly sworn under oath certifies that:

I.

Disclosure Of Ownership Interests.

Pursuant to Chapter 2-154 of the Municipal Code of Chicago, all bidders/proposers shall provide the following information with their bid/proposal. If the question is not applicable, answer with "NA". If the answer is none, please answer "None".

Bidder/Proposer is a: (Check One)

[ ] Corporation [ ] Sole Proprietor

[ ] Partnership [x] Not-for-Profit Corporation

[ ] Joint Venture [ ] Other

Section 1.

For Profit Corporations.

a. Incorporated in the State of NA

b. Authorized to do business in the State of Illinois: Yes [ ] No [ ]

c. Names of all officers of corporation (or attach list): Names of all directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
NA			

d. If the corporation has fewer than 100 shareholders, indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
NA		%
		%
		%
		%

e. Is the corporation owned partially or completely by one or more other corporations? Yes [ ] No [ ]

If "Yes" provide the above information, as applicable, for each of said corporations.

f. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of 10% of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
NA		%
		%
		%
		%

Note: Generally, with corporations having 100 or more shareholders where no shareholder owns 10% of the shares, the requirements of this Section 1 would be satisfied by the bidder/proposer enclosing, with his bid/proposal, a copy of the corporation's latest published annual report and/or Form 10-K if the information is contained therein.

Section 2.

Partnerships.

If the bidder/proposer is a partnership, indicate the name of each partner and the percentage of interest of each therein:

Names Of Partners (Print or Type)	Percentage Interest
NA	%
	%
	%
	%

Section 3.

Sole Proprietorships.

a. The bidder/proposer is a sole proprietor and is not acting in any representative capacity in behalf of any beneficiary:

Yes [ ] No [ ] If "No", complete items b and c of this Section 3.

b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent(s) or nominee(s) hold such interest:

Name(s) Of Principal(s) (Print or Type)

NA

c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised:

NA

Section 4.

Land Trusts, Business Trusts, Estates And Other Entities.

If the bidder/proposer is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf

title is held including the name, address and percentage of interest of each beneficiary.

NA

Section 5.

Not-For-Profit Corporations.

a. Incorporated in the State of Illinois

b. Authorized to do business in the State of Illinois: Yes [x] No [ ]

c. Names of all officers of corporation (or attach list): Names of all directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
(See Attached List)			

Note: Pursuant to Chapter 2-154, Section 2-154-030 of the Municipal Code of Chicago, the Corporation Counsel may require any such additional information from any entity to achieve full disclosure relevant to the contract. Further, pursuant to Chapter 2-154, Section 2-154-020, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Purchasing Agent takes action on the contract or other action requested of the Purchasing Agent.

II.

Affidavit Of Local Business.

"Local Business" means a business located within the corporate limits of the City of Chicago, which has the majority of its regular, full-time work force located within the City, and which is subject to City taxes.

Joint Ventures: For purposes of establishing a firm's eligibility for two percent (2%) local business preference (if allowed by the specification), each partner must complete a separate affidavit. A Joint Venture is a "Local Business" only if at least fifty percent (50%) interest in the venture is held by "Local Businesses".

1) Is bidder/proposer a "Local Business" as defined above?

Yes: x No: _____

2) How many persons are currently employed by bidder/proposer? 11

3) Does bidder/proposer have business locations outside of City of Chicago? Yes: _____ No: x

If "Yes", list such bidder/proposer business addresses:

NA

(Attach Additional Sheets if Necessary)

4) How many of bidder/proposer's current employees work at City of Chicago locations? All

5) Is bidder/proposer subject to City of Chicago taxes (including the Head Tax)? Yes: x No: _____

III.

Contractor Certification.

A. Contractor.

1. The Contractor or any Subcontractor to be used in the performance of this contract, or any affiliated entity[1] of the Contractor or any such Subcontractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such Subcontractor or any such affiliated entity[1], acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of 3 years prior to the date of execution of this certification, or if a Subcontractor or Subcontractor's affiliated entity[1] during a period of three (3) years prior to the date of award of the subcontract:

   a. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or

   b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

   c. Made an admission of guilt of such conduct described in 1 (a) and (b) above which is a matter of record but has not been prosecuted for such conduct.

2. The Contractor or any agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging[3] in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging[3] during a period of five (5) years prior to the date of submittal of this bid, proposal or response[2].

3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted

of bid-rotating[4] in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating[4].

4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago entitled "Office of Inspector General" and all provisions of Chapter 2-156 of the Municipal Code of Chicago entitled "Governmental Ethics".

B. Subcontractor.

1. The Contractor has obtained from all Subcontractors to be used in the performance of this contract, known by the Contractor at this time, certifications in form and substance equal to Section I of this Contractor's Affidavit. Based on such certification(s) and any other information known or obtained by the Contractor, the Contractor is not aware of any such Subcontractor, Subcontractor's affiliated entity[1], or any agent, partner, employee or officer of such Subcontractor or Subcontractor's affiliated entity[1] having engaged in or been convicted of: (a) any of the conduct described in Section III A (1) (a) or (b) of this certification, (b) bid-rigging[3], bid-rotating[4], or any similar offense of any state or the United States which contains the same elements as bid-rigging and bid-rotating, or having made an admission of guilt of the conduct described in Section III A (1) (a) or (b) which is a matter of record but has/have not been prosecuted for such conduct.

2. The Contractor will, prior to using them as Subcontractors, obtain from all Subcontractors to be used in the performance of this contract, but not yet known by the Contractor at this time, certifications in form and substance equal to this Certification. The Contractor shall not, without the prior written permission of the City, use any of such Subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, becomes aware of such Subcontractor, Subcontractor's affiliated entity[1] or any agent, employee or officer of such Subcontractor or Subcontractor's affiliated entity[1] having engaged in or been convicted of: (a) any of the conduct described in Section III A (1) (a) or (b) of this Certification; or (b) of bid-rigging[3], bid-rotating[4] or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section III A (1) (a) or (b) which is a matter of record but has/have not been prosecuted for such conduct.

3. The Contractor will maintain on file for the duration of the contract all certifications required by Section III B (1) and (2) above, for all Subcontractors to be used in the performance of this contract and will make such certifications promptly available to the City of Chicago upon request.

4. The Contractor will not, without the prior written consent of the City, use as Subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification in form and substance equal to this Certification.

5. Contractor hereby agrees, if the City so demands, to terminate its subcontract with any Subcontractor, if such Contractor or Subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract under Chapter 2-92, Section 2-92-320 of the Chicago Municipal Code, or if applicable, under Section 33-E of Article 33 of the State of Illinois Criminal Code of 1961, as amended. Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontracts as required by this Certification.

C. State Tax Delinquencies.

In completing this Section III C, an authorized signatory must initial on the line next to the appropriate subsection.

1. F.M. Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

2. _____ Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.

3. _____ Contractor is delinquent in the payment of any tax administered by the Department of Revenue and is not covered under any of the situations described in Subsections 1 and 2 of this Section III C above[5].

D. Certification Regarding Suspension And Disbarment.

1. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for: the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Paragraph D (1)(b) above; and

d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

2. If the Contractor is unable to certify to any of the statements in this Certification, Contractor shall attach an explanation to this Certification.

3. If any subcontractors are to be used in the performance of this Agreement, Contractor shall cause such subcontractors to certify as to Paragraph D (1) of this Certification. In the event that any subcontractor is unable to certify to any of the statements in this Certification, such subcontractor shall attach an explanation to this Certification.

E. Anti-Collusion.

The Contractor, its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal. Failure to submit this statement as part of the bid proposal will make the bid nonresponsive and not eligible for award consideration.

F. Punishment.

A Contractor who makes a false statement, material to Section III A (2) of this Certification commits a Class 3 felony, 720 ILCS 5/33E-11(B). Making a false statement concerning Section III of this Certification is a Class A misdemeanor, voids the contract and allows the municipality to recover all amounts paid to the contract under the contract in a civil action, 65 ILCS 5/11-42.1-1.

Notes 1 -- 5 For Section III, Contractor Certification.

1. In accordance with Chapter 2-92, Section 2-92-320 of the Municipal Code of Chicago, the Contractor or a subcontractor shall be chargeable with the conduct of an affiliated entity. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity under Chapter 2-92, Section 2-92-320 of the Chicago Municipal Code, using substantially the same management, ownership or principals as the ineligible entity.

2. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, or any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in Paragraph (2) of Subsection (a) of Section 5-4 of the State of Illinois Criminal Code.

3. For purposes of Section III A of this Certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted, 720 ILCS 5/33E-3.

4. For purposes of Section III A of this Certification, a person commits the offense of and engages in bid-rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least three (3) contract bids within a period of ten (10) years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bid rotates, or is distributed among persons or business entities which submit bids on a substantial number of the same contracts, 720 ILCS 5/33E-4.

5. 65 ILCS 5/11-42.1-1 of the Illinois Compiled Statutes provides that a municipality may not enter into a contract or agreement with an individual or other entity that is delinquent in the payment of any tax administered by the Illinois Department of Revenue unless the contracting party is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of the tax or unless the contracting party has entered into an agreement to pay the tax and is in compliance with the Agreement. Notwithstanding the above, the municipality may enter into the contract if the contracting authority for the municipality determines that:

(1) the contract is for goods or services vital to the public health, safety, or welfare; and

(2) the municipality is unable to acquire the goods or services at a comparable price and of comparable quality from other sources.

IV.

Incorporation Into Contract And Compliance.

The above certifications shall become part of any contract awarded to the Contractor set forth on page 1 of this Contractor's Affidavit. Further, Contractor shall comply with these certifications during the term of the Contract.

V.

Verification.

Under penalty of perjury, I certify that I am authorized to execute this Contractor's Affidavit on behalf of the Contractor set forth on page 1, that I

have personal knowledge of all the certifications made herein and that the same are true.

(Signed) Frank Mainczyk
Signature of Authorized Officer

Frank Mainczyk
Name of Authorized Officer
(Print or Type)

President
Title

(312) 476-5100
Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me this 25th day of July, 19 94, by Karen M. Wilkosz (Name) as Assistant Director (Title) of Greater Southwest Development Corporation (Contractor).

(Signed) Karen M. Wilkosz
Notary Public Signature

[Official Seal]
Karen M. Wilkosz
Notary Public, State of Illinois
My commission expires May 20, 1996.

List of Board of Directors of Greater Southwest Development Corporation referred to in this Contractor's Affidavit reads as follows:

Greater Southwest Development Corporation.

Board Of Directors.

March 1, 1994.

Officers.

President
Frank Mainczyk
Marquette Manor Chamber
6316 South Western Avenue
Chicago, Illinois 60636
476-5100
FAX: 476-4089

Vice President
Colette Wagner
Crosfield Catalysts
4001 West 71st Street
Chicago, Illinois 60629
838-3223
FAX: 838-3207

Treasurer
Joaquin Varela
Chicago Lawn Chamber
3431 West 63rd Street
Chicago, Illinois 60629
(708) 771-0613
FAX: _____

Secretary
Turner Wood
Commonwealth Edison
7601 South Lawndale Avenue
Chicago, Illinois 60652
838-4312
FAX: 838-4234

Assistant Treasurer
Kathleen Gruszczyk
First Chicago
6245 South Western Avenue
Chicago, Illinois 60636
476-7575
FAX: 436-8617

Past President
Ronald Phares
Southwest Federal Savings
3525 West 63rd Street
Chicago, Illinois 60629
436-4600
FAX: 436-2134

Directors.

Ronald Baio
West Lawn Chamber
6526 South Pulaski Road
Chicago, Illinois 60629
735-0800
FAX: 735-1192

Jon A. Borman
Nabisco Biscuit Company
7300 South Kedzie Avenue
Chicago, Illinois 60639
918-8137
FAX: 925-6541

Mark Clement
Holy Cross Hospital
2701 West 68th Street
Chicago, Illinois 60629
471-6735
FAX: 471-5905

Daryl Handy
Ameritech
225 West Randolph Street
HQ 14 E
Chicago, Illinois 60606
727-1278
FAX: 727-1571

Charles Janek
Peoples Gas Light & Coke Company
846 West 63rd Street
Chicago, Illinois 60621
962-4900
FAX: 962-4919

Helen Johnson
Anderson Community Academy
6315 South Claremont Avenue
Chicago, Illinois 60629
535-9070
FAX: 535-9478

Edgardo Lopez
Young Men's Christian Association
6235 South Homan Avenue
Chicago, Illinois 60629
434-0300
FAX: 434-7084

Manuel Martinez
Saint Rita's Church
6541 South Kedzie Avenue
Chicago, Illinois 60629
471-4370
FAX: 737-3233

Robert McGhee
LaSalle Talman
Suite 511
135 South LaSalle Street
Chicago, Illinois 60603
443-2842
FAX: 629-2870

James Segredo
Saint Rita High School
7740 South Western Avenue
Chicago, Illinois 60620
925-6600
FAX: 925-6582

Allen Shemetulskis
Dad's Clothes Care Center
2617 West 63rd Street
Chicago, Illinois 60629
476-2440
FAX: _____

John Spencer
Sears, Roebuck & Co.
6145 South Western Avenue
Chicago, Illinois 60632
918-4315
FAX: 918-4293

(Sub)Exhibit 4.
(To Service Provider Contract)

Security Firm(s) Insurance Provisions.

Contract Insurance Requirements.

The Security Firm shall procure and maintain at all times, at Security Firm's own expense, for services to be provided by this Contract, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this Contract, whether performed by the Security Firm or by Subcontractors.

The kinds and amounts of insurance required are as follows:

1) Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are to provide a service under this Contract. Employer's liability coverage with limits of not less than $500,000 each accident or illness shall be included.

2) Commercial Liability Insurance (Primary and Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than $2,000,000 per occurrence, combined single limit, for bodily injury, personal injury including civil rights violations, and property damage liability. Products/completed operations, independent contractors, broad form property damage and contractual liability coverage are to be included. The City of Chicago and the S.S.A. are to be named as additional insureds, without recourse or right of contribution for any liability arising out of the services to be provided.

3) Automobile Liability Insurance.

When any motor vehicles are used in connection with work to be performed, the Security Firm shall provide Automobile Liability Insurance with limits of not less than $2,000,000 per occurrence combined single limit, for bodily injury and property damage. Coverage extension to include high speed chase. The City of Chicago and S.S.A. are to be named as additional insureds.

4) Police Professional Liability Insurance.

Police Professional Liability Insurance coverage with limits of $1,000,000 per occurrence, combined single limit, for bodily injury, property damage and personal injury are to be included. Coverage extension shall include civil rights violations.

The Contractor will furnish the S.S.A. and the City of Chicago, Department of Planning and Development, Neighborhood Services Division, Suite 2800, 20 North Clark Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverage has an expiration or renewal date occurring during the term of this Contract. The Security Firm shall submit evidence of insurance on the City of Chicago Insurance Certificate of Coverage form (copy attached) prior to Contract award. The failure of the City or the S.S.A. to obtain such evidence from the Security Firm before permitting Security Firm to commence work shall not be deemed to be a waiver by the City, and the Security Firm shall remain under continuing obligation to maintain the insurance coverage.

The insurance hereinbefore specified shall be carried until all Services required to be performed under the terms of the Contract are satisfactorily completed. Failure to carry or keep such insurance in force may constitute a violation of the Contract, and the S.S.A. maintains the right to terminate Contract until proper evidence of insurance is provided.

The insurance shall provide for thirty (30) days prior written notice to be given to the S.S.A. and the City in the event coverage is substantially changed, canceled, or non-renewed.

The Security Firm shall require all Subcontractors to carry the insurance required herein, or Contractor may provide the coverage for any or all Subcontractors, and, if so, the evidence of insurance submitted shall so stipulate.

Any and all deductibles on referenced insurance coverage shall be borne by Security Firm.

Security Firm expressly understands and agrees that any insurance coverage and limits furnished by Security Firm shall in no way limit the Security Firm's liabilities and responsibilities specified within the contract documents or by law.

The Security Firm and each Subcontractor agree that insurers shall waive their rights of subrogation against the S.S.A. and the City of Chicago.

The Security Firm expressly understands and agrees that any insurance maintained by the S.S.A. shall apply in excess of and not contribute with insurance provided by the Security Firm under the Contract.

If Security Firm, or its Subcontractors desire additional coverage, higher limits of liability, or other modifications for its own protection, the Security Firm and each of its Subcontractors, shall be responsible for the acquisition and cost of such additional protection.

The City maintains the right to modify, delete, alter or change these requirements.

[City of Chicago Insurance Certificate of Coverage form referred to in these Security Firm(s) Insurance Provisions/Contract Insurance Requirements printed on page 63162 of this Journal.]

(Sub)Exhibit 5.
(To Service Provider Contract)

Special Service Area Subcontractor's Or Subconsultant's Insurance Provisions.

Contract Insurance Requirements.

Subcontractor or Consultant shall procure and maintain at all times, at their own expense, during the term of this Agreement, for all the services covered under this Agreement, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all services under this Agreement, whether performed by the Consultant or by Subcontractors.

The kinds and amounts of insurance required are as follows:

1) Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are to provide a service under this Agreement. Employer's liability coverage with limits of not less than $100,000 each accident or illness shall be included.

2) Commercial Liability Insurance (Primary and Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Products/completed operations, broad form property damage and contractual liability coverages are to be included. The City of Chicago and the S.S.A. are to be named as additional insureds, without recourse or right of contribution for any liability arising out of the services to be performed.

3) Automobile Liability Insurance.

When any motor vehicles are used in connection with work to be performed, the Subcontractor or Consultant shall provide Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence combined single limit, for bodily injury and property damage. The City of Chicago and the S.S.A. are to be named as additional insureds.

4) Professional Liability Insurance.

When any architects, engineers, accountants, or consulting firms perform services in connection with this Contract, Professional Liability Insurance shall be maintained with limits of $500,000. The policy shall have an extended reporting period of two years. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract.

The Subcontractor or Consultant will furnish the S.S.A. and the City of Chicago, Department of Planning and Development, Neighborhood Services Division, Suite 2800, 20 North Clark Street, Chicago, Illinois 60602, original as Certificates of Insurance evidencing the required coverages to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Subcontractor or Consultant shall submit evidence of insurance on the City of Chicago Insurance Certificate of Coverage form (copy attached) prior to contract award. The failure of the City or S.S.A. to obtain such evidence from Subcontractor or Consultant before permitting Subcontractor or Consultant to commence work shall not be deemed to be a waiver by the City, and the Subcontractor or Consultant shall remain under continuing obligation to maintain the insurance coverage.

The insurance specified above shall be carried until all Services required to be performed under the terms of the Agreement are satisfactorily completed. Failure to carry or keep such insurance in force shall constitute a default under this Agreement, and the S.S.A. maintains the right to terminate Contract until proper evidence of insurance is provided.

The insurance shall provide for thirty (30) days prior written notice to be given to the S.S.A. and the City in the event coverage is substantially changed, canceled, or non-renewed.

The Subcontractor or Consultant shall require all subcontractors to carry the insurance required herein, or Subcontractor/Consultant may provide the coverage for any or all subcontractors, and, if so, the evidence of insurance submitted shall so stipulate.

Any and all deductibles on referenced insurance coverages shall be borne by the Subcontractor or Consultant.

Subcontractor or Consultant expressly understands and agrees that any insurance coverages and limits furnished by Subcontractor or Consultant shall in no way limit the Subcontractor's or Consultant's liabilities and responsibilities specified within the Agreement documents or by law.

The Subcontractor or Consultant and each Subcontractor agree that insurer shall waive their rights of subrogation against the S.S.A. and the City of Chicago.

The Subcontractor or Consultant expressly understands and agrees that any insurance maintained by the S.S.A. shall apply in excess of and not contribute with insurance provided by the Subcontractor or Consultant under the Agreement.

If Subcontractor or Consultant, or its subcontractors desire additional coverage, higher limits of liability, or other modifications for its own protection, the Subcontractor or Consultant and each of its Subcontractors, shall be responsible for the acquisition and cost of such additional protection.

The City maintains the right to modify, delete, alter or change these requirements.

[City of Chicago Insurance Certificate of Coverage form referred to in these Special Service Area Subcontractor's or Subconsultant's Insurance Provisions printed on page 63162 of this Journal.]

INSURANCE CERTIFICATE OF COVERAGE

Named Insured: _____ Specification #: _____

Address: _____ RFP#: _____

(NUMBER & STREET) Project #: _____

(CITY) (STATE) (ZIP) Contract #: _____

Description of Operation/Location	

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the City of Chicago. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the City of Chicago at the address shown on this Certificate. This certificate is issued to the City of Chicago in consideration of the contract entered into with the named insured, and it is mutually understood that the City of Chicago relies on this certificate as a basis for continuing such agreement with the named insured.

Type of Insurance	Insurer Name	Policy Number	Effective Date	Expiration Date	Limits of Liability All Limits in Thousands
General Liability ☐ Claims Made ☐ Occurrence ☐ Premise-Operations ☐ Explosion/Collapse Underground ☐ Products/Completed-Operations ☐ Blanket Contractual ☐ Broad Form Property Damage ☐ Independent Contractors ☐ Personal Injury ☐ Pollution					CSL Per Occurrence $ General Aggregate $ Products/Completed Operations Aggregate $
Automobile Liability (Any Auto)					CSL Per Occurrence $
☐ Excess Liability ☐ Umbrella Liability					Each Occurrence $
Workers' Compensation and Employer's Liability					Statutory/Illinois Employers Liability $
Builders' Risk/Course of Construction					Amount of Contract
Professional Liability					$
Owner Contractors Protective					$
Other					

a) Each insurance policy required by this agreement, excepting policies for workers' compensation and professional liability, will read: "The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago".

b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of interest (cross liability) applicable to the named insured and the City.

c) Workers Compensation and Property insurer shall waive all rights of subrogation against the City of Chicago.

d) The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the contract have been fully met, or that the insurance companies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice		
Certificate Holder/Additional Insured	Signature of Authorized Rep.	
City of Chicago Dept. of Purchasing 121 N. LaSalle, #403 Chicago, IL 60602	Agency/Company	
	Address	
	Telephone	

FOR CITY USE ONLY:

AUTHORIZATION FOR TAX LEVY AND MANAGEMENT AGREEMENT FOR SPECIAL SERVICE NUMBER 7.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of the Proceedings of November 10, 1994, pages 59754 through 59815, recommending that the City Council pass a proposed ordinance which authorizes a tax levy and management agreement for Special Service Area Number 7.

On motion of Alderman Burke, the said proposed ordinance was passed by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Illinois Special Service Area Act, 35 ILCS 235/0.01, et seq. (the "Special Service Area Act") and pursuant to the Revenue Act of 1939, 35 ILCS 205/1, et seq., as amended from time to time; and

WHEREAS, On June 26, 1985, the City Council of the City of Chicago enacted an ordinance, as amended by an ordinance enacted on August 28, 1986, and as further amended by an ordinance enacted on December 15, 1992 (collectively, the "Establishing Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 7 (the "Area") and authorized the levy of an annual tax not to exceed an annual rate of five percent (5.00%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishing Ordinance established the Area as that territory approximately bounded by 47th Street on the north, 49th Street on the south, Central Park Avenue on the west and Kedzie Avenue on the east; and

WHEREAS, The Special Services authorized in the Establishing Ordinance included street resurfacing, sewer and water line improvements, refurbishing of railroad crossings, private security, area clean-up services, and technical assistance to promote commercial and economic development; and

WHEREAS, The Establishing Ordinance provided for the appointment of the Kedzie Industrial Tract Special Service Area Commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services and further to advise the Mayor and the City Council regarding the amount of the Services Tax to be levied; and

WHEREAS, It is the responsibility of the Commission to recommend to the Department of Planning and Development, the Mayor and the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City and the Service Provider for the provision of Special Services to the Area; and a line item budget to be included in the agreement between the City and the Service Provider; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development and to the City Council its recommendations for a yearly budget to provide the Special Services in the Area for the fiscal year commencing January 1, 1995, has advised the Mayor and the City Council concerning the Services Tax for the tax year 1994 for the purpose of providing funds necessary to provide the Special Services and has recommended to the Department of Planning and Development, the Mayor and the City Council an agreement with the Service Provider, whose terms and conditions provide for the expenditure of the Services Tax for the provision of the Special Services for the fiscal years commencing January 1, 1994 and January 1, 1995, respectively, in substantially the form attached hereto as Exhibit A; and

WHEREAS, Certain members of the Commission may serve from time to time on the Board of Directors of the Service Provider, or serve the Service Provider in some other voluntary capacity, which such service shall provide no financial compensation in any manner to such Commission member; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Incorporation of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Kedzie Industrial Tract Special Service Area Commission
Special Service Area Budget.

For the fiscal year beginning January 1, 1995 and ending December 31, 1995.

	Expenditures
Service Provider Contract for the provision of Special Services	$30,000
TOTAL BUDGET REQUEST:	$30,000

Source Of Funding

Tax levy at a rate not to exceed five percent (5.00%) of the assessed value, as equalized, of taxable property within Special Service Area No. 7	$30,000

SECTION 3. Levy of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(1)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Special Service Area Act and pursuant to the provisions of the Establishing Ordinance, the sum of $30,000 as the amount of the Services Tax for the tax year 1994.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 1994 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Contract. The Commissioner of the Department of Planning and Development (the "Commissioner"), or a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an agreement with The Kedzie Tract Industrial Association, Inc., an Illinois not-for-profit corporation, in substantially the form attached hereto as Exhibit A and hereby made a part hereof (the "Service Provider Contract"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Contract, with such changes, deletions and insertions as shall be approved by the persons executing the Service Provider Contract.

SECTION 6. Exemption. The Service Provider Contract is hereby declared exempt from Section 2-156-020 of the Municipal Code of the City of Chicago.

SECTION 7. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 8. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 9. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 10. Effective Date. This ordinance shall take effect ten (10) days after its passage and publication.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Service Provider Contract

Agreement For Special Service Area Number 7

Between

The City Of Chicago

(Represented By The Special Service Area Commission)

And

The Kedzie Tract Industrial Association, Inc.

Richard M. Daley,

Mayor.

Agreement.

This Agreement ("Agreement") is entered into as of this 1st day of January, 1995 ("Effective Date"), by and between The Kedzie Tract Industrial Association, Inc., a not-for-profit corporation (the "Contractor") authorized to do business under the laws of the State of Illinois and the City of Chicago ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through the Special Service Area Commission ("S.S.A.C.") at Chicago, Illinois.

Recitals.

Whereas, Special service areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Illinois Special Service Area Act, 35 ILCS 200/27-5, et seq. (the "Special Service Area Act") and pursuant to the Revenue Act of 1939, 35 ILCS 205/1, et seq., as amended from time to time; and

Whereas, The City Council of the City of Chicago ("City Council") has established a special service area known and designated as "City of Chicago Special Service Area Number 7" (the "Area") to provide special governmental services (the "Special Services") in addition to services provided generally by the City. The City Council has further authorized the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services but not to exceed 5% of the equalized assessed value of all property within the Area (the "Services Tax"), all as provided in an ordinance enacted on June 26, 1985, as amended by ordinances enacted on August 26, 1986 and December 15, 1992, respectively (the "Establishment Ordinance"); and

Whereas, The City Council enacted ordinances on December 1, 1993 and _____ which authorize the levy of the Services Tax and appropriation of the funds therefrom for the Area for fiscal years 1994 and 1995, respectively, for the provision of the Special Services in the Area; and

Whereas, The Contractor and the City desire to enter into this Agreement to provide such Special Services in the Area; and

Whereas, The Contractor is ready, willing and able to enter into this Agreement to provide the Special Services to the full satisfaction of the City;

Now, Therefore, In consideration of the mutual promises contained in this Agreement, the City and Contractor agree as follows:

Article 1.

Incorporation Of Recitals.

The recitals set forth above are incorporated by reference as if fully set forth herein.

Article 2.

Definitions.

The following words and phrases shall have the following meanings for purposes of this Agreement:

"Account" means the checking account the Contractor is required to establish pursuant to Section 5.03 hereof.

"Agreement" means this Special Service Area Agreement, including all (sub)exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Area" means City of Chicago Special Service Area Number 7.

"Budget" means the budget to be prepared by the S.S.A.C. in conjunction with the Contractor.

"City" means the City of Chicago.

"City Council" means the City Council of the City of Chicago.

"Commissioner" means the Commissioner of the Department of Planning and Development or her duly authorized representative.

"Construction" means building activities but does not include maintenance work or pre-development work (design and preparation of specifications).

"Contractor" means The Kedzie Tract Industrial Association, Inc..

"Days" means business days in accordance with the City of Chicago business calendar.

"Department" means the Department of Planning and Development.

"Effective Date" means the date set forth in Article 4 hereof.

"Establishment Ordinance" means the ordinance enacted by City Council on June 26, 1985 and amended by ordinances enacted on August 26, 1986 and December 15, 1992, respectively, authorizing imposition of the Service Tax and setting forth the Special Services to be provided in the Area.

"Maximum Compensation" is the amount the City has agreed to pay the Contractor for its Services which is set forth in Section 5.01 hereof and shall be equal to the ad valorem tax levied and collected by the City.

"Purchasing Agent" means the Purchasing Agent of the City of Chicago or his duly authorized representative.

"Revised Services" means those Services authorized in writing by the S.S.A.C. which are within the general Scope of Services of this Agreement and within the general scope of the Special Services identified in the Establishment Ordinance and do not affect the Maximum Compensation set forth in Section 5.01 and the Budget. (Revised Services shall be limited to changes or revisions to the line items in the Budget and shall require only the approval of the S.S.A.C. in a written modification to this Agreement before the City shall become obligated to pay for such Revised Services.)

"Risk Management Division" means the Risk Management Division of the Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"Security Firm" means a business entity certified by the State of Illinois pursuant to the Private Detective, Private Alarm and Private Security

Act of 1983, 225 ILCS 445/1, et seq. and whose employees are registered and certified by the State of Illinois.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 and the Scope of Services of this Agreement and in the Establishment Ordinance and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Service Tax" means the ad valorem tax levied and appropriated for each budget year covered by this Agreement in an amount not to exceed 5.00% of the equalized assessed value of all property in the Area.

"Service Tax Funds" means the amount actually collected pursuant to the Service Tax.

"Special Services" means those special services authorized by the Establishment Ordinance in addition to services generally provided by the City.

"Special Service Area Commission" ("S.S.A.C.") means the body established pursuant to the Establishment Ordinance to prepare the Budget in conjunction with the Contractor, identify a Contractor and supervise the provision of the Special Services in the Area pursuant to the Establishment Ordinance.

"Special Service Area Commission" ("S.S.A.C.") means the body that prepares the Budget, identifies the Contractor, approves all invoices and monitors the provision of the Special Services.

"Subcontractor" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors of any tier, subconsultants of any tier, suppliers and materialmen, whether or not in privity with Contractor.

Article 3.

Duties And Responsibilities Of Contractor.

3.01 Scope And Description Of Services.

The Services which the Contractor shall provide under this Agreement shall include, but are not limited to, those described in this Article 3 and in (Sub)Exhibit 1 which is attached hereto and incorporated by reference as if fully set forth herein. This Scope of Services is intended to be general in nature and is neither a complete description of Contractor's Services nor a

limitation on the Services which the Contractor is to provide under this Agreement. The S.S.A.C. reserves the right to require Contractor to perform Revised Services under the same terms and conditions of this Agreement. The S.S.A.C. may delete or amend the figures contained and described in the Budget attached hereto as (Sub)Exhibit 2 and incorporated by reference as if fully set forth herein, by written notice to the Department and the Contractor. Contractor Shall Not Engage In Construction Of Any Type Or Kind. Contractor shall provide the Services in accordance with the standards of performance set forth in Section 3.02.

3.02 Standard Of Performance.

The Contractor shall perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a Contractor performing Services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Contractor acknowledges that it may be entrusted with or has access to valuable and confidential information and records of the City. Contractor shall at all times use its best efforts on behalf of the City and to assure timely and satisfactory rendering and completion of its Services.

Contractor shall at all times act in the best interests of the City consistent with its professional obligations assumed by it in entering into this Agreement. Contractor shall perform all Services in accordance with the terms and conditions of this Agreement and to the reasonable satisfaction of the Department. Contractor covenants with the City to furnish its best skill and judgment and to cooperate with the officials, employees and agents of the City in furthering the City's interests. Contractor agrees to furnish efficient business administration and supervision to render and complete the Services at reasonable cost.

Contractor shall assure that all Services which require the exercise of professional skills or judgment shall be accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor shall remain responsible for the professional and technical accuracy of all Services provided, whether by Contractor or its Subcontractors or others on its behalf.

If Contractor fails to comply with the foregoing standards, Contractor shall perform again, at its own expense, any and all Services required to be reperformed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any and all of the Services by the City shall not relieve Contractor of its responsibility for the professional and technical accuracy of its Services. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

3.03 Personnel.

A. Key Personnel.

Contractor shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension thereof an adequate staff of competent personnel which is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services.

B. Salaries And Wages.

Salaries and wages due of all employees of Contractor performing Services under this Agreement shall be paid unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Contractor underpays any such salaries or wages, the Comptroller for the City may withhold, out of payments due to Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this section is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

3.04 Nondiscrimination.

A. Nondiscrimination.

1. Federal Requirements.

It shall be an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin.

The Contractor shall comply with The Civil Rights Act of 1964, 42 U.S.C. Sec. 2000, et seq. (1981), as amended. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. Secs. 6101 -- 6106 (1981); Rehabilitation Act of 1973, 29 U.S.C. Secs. 793 -- 794 (1981); Americans With Disabilities Act of 1990, 42 U.S.C. §12101, et seq. and 41 C.F.R. Part 60, et seq. (1990).

2. State Requirements.

The Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq. (1990), as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 5 Ill. Admin. Code §750 Appendix A. Furthermore, the Contractor shall comply with the Discrimination in Public Contracts Act, 775 ILCS 10/1, et seq. (1990), as amended.

3. City Requirements.

The Contractor shall comply with the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010, et seq., of the Chicago Municipal Code (1990), as amended.

Further, Contractor shall through the Department furnish and shall cause each of its Subcontrator(s) through the Department to furnish such reports and information as requested by the Chicago Commission on Human Relations.

B. Subcontractors.

Contractor agrees that all of the above provisions, (1), (2) and (3), will be incorporated in all agreements entered into with any suppliers of materials, furnishers of services, subcontractors of any tier, and labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any such materials, labor or services in connection with this Contract.

3.05 Insurance.

A. Insurance To Be Provided By The Contractor.

The Contractor shall procure and maintain at all times, until final acceptance for the Services to be provided under this Agreement, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this Agreement, provided however, that the S.S.A.C. may pay the required insurance premium(s) as a line item in the Budget.

A. The kinds and amounts of insurance required are as follows:

1) Workers' Compensation And Occupational Disease Insurance.

If the Contractor has employees, Workers' Compensation and Occupational Disease Insurance, in statutory amounts covering all employees who are to provide a service under this Agreement. Employer's liability coverage with limits of not less than $100,000 each accident or illness shall be included.

2) Commercial Liability Insurance (Primary and Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include products/ completed operations, broad form property damage, independent contractors, damage and contractual liability. The City of Chicago is to be named as an additional insured, without recourse or right of contribution for any liability arising from these services.

3) Automobile Liability Insurance.

When any motor vehicles are used in connection with work and/or Services to be performed, the Contractor shall provide Automobile Liability Insurance with limits of not less than $300,000 per occurrence, combined single limit, for bodily injury and property damage. The City of Chicago is to be named as an additional insured.

4) Professional Liability Insurance.

When any architects, engineers, or consulting firms perform the Services in connection with this Agreement, Professional Liability Insurance shall be maintained with limits of $500,000. The policy shall have an extended reporting period of two (2) years. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services under this Agreement.

5) Blanket Crime Insurance.

When any funds are advanced to the Contractor by the City, the Contractor shall obtain and maintain a Blanket Crime Insurance policy covering all persons handling S.S.A. funds under this Agreement against loss by reason of theft, robbery, dishonesty, destruction, disappearance, or other crimes. The amount of the policy shall be written to cover losses in an amount of not less than the Maximum Compensation set forth in Article 5 hereof.

B. Security Firms And Subcontractors.

If the Contractor enters into a subcontract with a Security Firm, such Security Firm shall be certified by the State of Illinois, and the Security Firm's employees shall be registered and certified by the State. Contractor shall ensure and require any Security Firm subcontractor to comply with the Risk Management approved Security Firm Insurance Provisions attached hereto as (Sub)Exhibit 4 and incorporated by reference as if fully set forth herein. Contractor shall ensure and require any Subcontractors or Subconsultants other than Security Firms to comply with Risk Management approved S.S.A. Subcontractor's or Subconsultant's Insurance Provisions attached hereto as (Sub)Exhibit 5 and incorporated by reference as if fully set forth herein.

C. Related Requirements.

The Contractor will furnish the City of Chicago, Department of Planning and Development, Neighborhood Services Division, Suite 2800, 20 North Clark Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverage has an expiration or renewal date occurring during the term of this Agreement. The Contractor shall submit evidence of insurance on the City of Chicago Insurance Certificate of Coverage Form (copy attached) prior to effective date of this Agreement. The failure

of the City to obtain such evidence from Contractor before permitting Contractor to commence Services shall not be deemed to be a waiver by the City, and the Contractor shall remain under continuing obligation to maintain the insurance coverage.

The insurance specified above shall be carried until all Services required to be performed under the terms of this Agreement are satisfactorily completed. Failure to carry or keep such insurance in force may constitute a default under this Agreement, and the City maintains the right to terminate this Agreement until proper evidence of insurance is provided.

The insurance shall provide for forty-five (45) days prior written notice to be given to the Department in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles on the referenced insurance coverages shall be borne by the Contractor and the Subcontractors.

Contractor expressly understands and agrees that any insurance coverage and limits furnished by Contractor shall in no way limit the Contractor's liabilities and responsibilities specified within contract documents, this Agreement or by law.

The Contractor agrees that insurers shall waive their rights of subrogation against the City of Chicago.

The Contractor expressly understands and agrees that any insurance maintained by the City of Chicago shall apply in excess of and not contribute with insurance provided by the Contractor under this Agreement.

If Contractor desires additional coverage, higher limits of liability, or other modifications for its own protection, the Contractor shall be responsible for the acquisition and cost of such additional protection.

The City of Chicago maintains the right to modify, delete, alter or change these requirements.

3.06 Indemnification.

The Contractor agrees to protect, defend, indemnify, keep, save, and hold the City, its officers, officials, members of the S.S.A.C., employees and agents, free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind,

nature and character (collectively, "Claims") in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof by the Contractor, its officials, agents, employees and Subcontractors, including but not limited to, the enforcement of this indemnification provision. Without limiting the foregoing, any and all such Claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend all suits for any and all Claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the Claims are considered groundless, false or fraudulent.

The City shall have the right, at its option and at its own expense, to participate in the defense of any suit, without relieving the Contractor of any of its obligations under this indemnity provision. The Contractor expressly understands and agrees that the requirements set forth in this indemnity to protect, defend, indemnify, keep, save and hold the City free and harmless are separate from and not limited to the Contractor's responsibility to obtain insurance or to provide a bond pursuant to other sections in this Agreement. Further, the indemnities contained in this section shall survive the expiration or termination of this Agreement.

3.07 Ownership Of Documents.

All documents, data, studies, reports, findings or information in any form prepared, assembled or encountered by or provided to the Contractor under this Agreement are the property of the City. During the performance of its Services, the Contractor shall be responsible for any loss or damage to such documents, data, studies, reports, findings and information while in the Contractor's possession shall be restored at the expense of the Contractor. If not restorable, the Contractor shall be responsible for any loss suffered by the City on account of such destruction.

3.08 Records And Audits.

Contractor shall deliver or cause to be delivered all documents, data, studies, reports, findings or information to the Department and/or the S.S.A.C. promptly in accordance with the time limits prescribed in this Agreement, and if no time limit is specified, then upon reasonable demand therefore or upon termination or completion of the Services hereunder. In the event of the failure by Contractor to make such delivery upon demand, then and in that event, the Contractor shall pay to the City any damages the City may sustain by reason thereof. Contractor shall maintain any such

records not delivered to the City or demanded by the City for a period of five (5) years after the final payment made in connection with this Agreement.

Contractor and any of the Contractor's Subcontractors shall furnish the Department and/or the S.S.A.C. with a bi-annual report or provide such information as may be requested relative to the performance and cost of the Services. The Contractor shall maintain records showing actual time devoted and costs incurred. The Contractor shall keep books, documents, papers, records and accounts in connection with the Services open to an independent audit to be conducted by either City employees or third parties, inspection, copying, abstracting and transcriptions and shall make these records available to the City and any other interested governmental agency, at reasonable times during the performance of its Services. In addition, Contractor shall retain them in a safe place and make them available for an independent audit, inspection, copying and abstracting for at least five (5) years after the final payment made in connection with this Agreement.

The Contractor Shall Not Commingle Service Tax Funds With Funds From Other Sources, and to the extent that the Contractor conducts any business operations separate and apart from the Services required under this Agreement using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then the Contractor shall maintain and make similarly available to the City, detailed records supporting Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

Contractor shall maintain its books, records, documents, and other evidence and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. The Contractor shall provide an annual audited financial statement to the S.S.A.C. within one hundred twenty (120) days after the end of the calendar year and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

3.09 Confidentiality.

All of the documents, studies, reports, data, findings or information in any form prepared, assembled or encountered by or provided to the Contractor under this Agreement are confidential, and the Contractor agrees that, except as specifically authorized in this Agreement or as may be required by law, the reports, data or information shall not be made available to any

other individual or organization, except the Department, without the prior written approval of the Commissioner. The Contractor further agrees to implement such measures as may be necessary to ensure that its staff and its Subcontractors shall be bound by the confidentiality provisions contained in this Agreement.

The Contractor shall not issue publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Agreement, disseminate any information regarding its Services or the Area or the project to which the Services pertain without the prior written consent of the Commissioner. In the event the Contractor is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in the Contractor's possession by reason of this Agreement, the Contractor shall immediately give notice to the Commissioner and the Corporation Counsel for the City with the understanding that the City shall have the opportunity to contest such process by any means available to it before such records or documents are submitted to a court or other third party, provided, however, that the Contractor shall not be obligated to withhold such delivery beyond that time as may be ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

If the Contractor has executed a separate confidential information non-disclosure agreement with the City in connection with the Services, before or in connection with the execution of this Agreement, that non-disclosure agreement is to be attached to this Agreement as an exhibit, and to the extent that the provisions of the separate non-disclosure agreement or this Section 3.09 conflict, the provisions which preserve greater confidentiality for the City shall control.

3.10 Subcontracts And Assignments.

The Contractor shall not assign, delegate, subcontract or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or without the express written consent of the S.S.A.C.. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

If the Contractor enters into a subcontract with a Security Firm, such Security Firm shall be licensed by the State of Illinois, and the Security Firm's employees shall be registered and licensed by the State. Contractor shall insure and shall require any Security Firm Subcontractor to comply with the Risk Management approved Security Firm Insurance Provisions attached hereto as (Sub)Exhibit 4 and incorporated by reference as if fully set forth herein. Contractor shall insure and shall require any subcontractors or subconsultants other than Security Firms to comply with

the Risk Management approved S.S.A. Subcontractor's or Subconsultant's Insurance Provisions attached hereto as (Sub)Exhibit 5 and incorporated by reference as if fully set forth herein.

All subcontracts and all approvals of Subcontractors or Subconsultants and any assignment to which the Department and S.S.A.C. consent shall be, regardless of their form, deemed conditioned upon performance by the Subcontractor or assignee in accordance with the terms and conditions of this Agreement. The Department expressly reserves the right to approve any and all Security Firm subcontracts.

Contractor, upon entering into any agreement with a Subcontractor, shall furnish the Commissioner with five (5) copies thereof. All subcontracts shall contain provisions that require the Services to be performed in strict accordance with the requirements of this Agreement and shall provide that the Subcontractors are subject to all the terms and conditions of this Agreement, and are subject to the approval of the S.S.A.C.. Provided that such agreements do not prejudice any of the City's rights under this Agreement, such agreements may contain different provisions than are provided herein with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the Services.

Contractor shall not transfer or assign any funds or claims due or to become due under this Agreement without the prior written approval of the Commissioner. The attempted transfer or assignment of any contract funds, either in whole or in part, or any interest therein, which shall be due or to become due to Contractor without such prior written approval shall have no effect upon the City.

The City expressly reserves the right to assign or otherwise transfer all or any part of its interests hereunder.

Article 4.

Term Of Services.

This Agreement shall take effect as of January 1, 1995 and shall continue through December 31, 1995 or until the Services are completed, or until the Agreement is terminated in accordance with its terms, whichever occurs first. The City, by notice to the Contractor from the S.S.A.C. may extend this Agreement beyond the original completion or termination date under the same terms and conditions (including a Revised Budget), however, such extension shall terminate whenever a new Agreement between the City and Contractor takes effect or six (6) months after the original completion or termination date, whichever is later.

Article 5.

Compensation.

5.01 Basis Of Payment.

A. Maximum Compensation. The Maximum Compensation that the Contractor may be paid under this Agreement (a) for calendar year 1994 is Twenty-five Thousand and No/100 Dollars ($25,000.00) or the amount of the Service Tax Funds actually collected for tax year 1993, whichever is less, and (b) for calendar year 1995 is Thirty Thousand and No/100 Dollars ($30,000.00) or the amount of Service Tax Funds actually collected for tax year 1994, whichever is less, as set forth in (Sub)Exhibit 2 (in each instance, the "Maximum Compensation"). The City Comptroller will transfer the levied and collected Service Tax Funds to the Contractor as received.

B. Reimbursement. The Contractor may reimburse its Subcontractors for Services satisfactorily performed pursuant to the Budget required under this Agreement.

5.02 Budget For Services.

The Contractor, shall in conjunction with the S.S.A.C., prepare a Budget attached hereto as (Sub)Exhibit 2 and incorporated by reference as if fully set forth herein covering each of the Services described in the Scope of Services. The S.S.A.C. reserves the right to transfer funds between and/or among line items or make Budget revisions which do not affect the Maximum Compensation as set forth in Section 5.01(A) and the Budget. The S.S.A.C. may revise the Budget if any part of Contractor's Services is terminated under this Agreement.

5.03 Method Of Payment.

A. Account. The Contractor shall establish a separate checking account ("Account") in a bank authorized to do business in the State of Illinois and that is a member of or insured by the Federal Deposit Insurance Corporation and approved by the S.S.A.C.. All Service Tax Funds that the Comptroller transfers to the Contractor shall initially be deposited in the Account and disbursements from the Account shall be pursuant to this Agreement. The Contractor shall provide to the S.S.A.C. the signature card and sample check from the bank which shows the respective signatures of the authorized representative(s) of the Contractor. The Contractor shall submit monthly expenditure reports to the S.S.A.C. for review and approval. Further, the City reserves the right to audit the Account and the Contractor shall refund

to the S.S.A. any and all expenditures from the Account which are neither expended pursuant to the Budget nor approved by the S.S.A.C.. The name and address of the bank is _____ and the wire transfer and the Account numbers are _____.

B. Remaining Funds. Any and all funds remaining in the Account at the end or termination of the Agreement and any and all interests earned on the Account belong to the City and shall be used only for Special Services.

5.04 Criteria For Payment.

The S.S.A.C., in its sole discretion, shall determine the reasonableness, allocability and allowability of any rates, costs and expenses charged by the Contractor.

5.05 Funding.

The source of funds for payments under this Agreement and limitations on the amount thereof shall be equal to the amount of the Service Tax Funds actually collected by the City. The Fund Number is 532.

5.06 Non-appropriation.

The City shall not be obligated to pay any amount beyond the Maximum Compensation set forth in Section 5.01(a).

Article 6.

Disputes.

Except as otherwise provided in this Agreement, the Contractor shall and the City may bring any dispute concerning a question of fact arising under this Agreement which is not disposed of to the Purchasing Agent for decision based upon written submissions of the parties. The Purchasing Agent shall reduce his decision to writing and mail or otherwise furnish a copy of it to the Contractor. The decision of the Purchasing Agent shall be final and binding.

Article 7.

Special Conditions.

7.01 Warranties And Representations.

In connection with the execution of this Agreement, Contractor warrants and represents:

A. That it is financially solvent; that it and each of its employees, agents, Subcontractors of any tier are competent to perform the Services required under this Agreement; and that the Contractor is legally authorized to execute and perform or cause to be performed under this Agreement the terms and conditions stated herein.

B. That no officer, agent or employee of the City or S.S.A.C. is employed by the Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by the Board of Ethics established pursuant to the Municipal Code of Chicago (Chapter 2-156) and that no payment, gratuity or offer of employment shall be made in connection with this Agreement by or on behalf of any subcontractors to the prime Contractor or higher tier subcontractors or anyone associated therewith, as an inducement for the award of a subcontract or order; and Contractor further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City.

C. That Contractor shall not knowingly use the Services of any ineligible contractor or subcontractor for any purpose in the performance of its Services under this Agreement.

D. That Contractor and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department to have, within five (5) years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City of Chicago.

E. That Contractor has carefully examined and analyzed the provisions and requirements of this Agreement; that it understands the nature of the Services required; that from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement, the general and special conditions, and all other matters which in any way may affect this Agreement or its performance; and that the time

available to it for such examination, analysis, and preparation was adequate; that it was permitted access to any person or information in connection with its preparation of the proposal.

F. That the Agreement is feasible of performance in accordance with all of its provisions and requirements and that Contractor can and shall perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement.

G. That, except only for those representatives, statements, or promises expressly contained in this Agreement, and any (sub)exhibits attached hereto and incorporated by reference herein, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by the City, its officials, agents, or employees, has induced Contractor to enter this Agreement or has been relied upon by Contractor, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities, needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of the Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (v) immediately above, affecting or having any connection with this Agreement, the negotiation thereof, any discussions thereof, the performance thereof or those employed therein or connected or concerned therewith.

H. That Contractor was given ample opportunity and time and was requested by the City to review thoroughly all documents forming this Agreement prior to execution of this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision which it desired or on which it wished to place reliance; that it did so review those documents, and that either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, that Contractor expressly hereby relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance thereon or making any other claim on account of such omission.

I. That Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of Section 2-92-320 of Chapter 2-92 of the Municipal Code of Chicago, and in connection therewith, and additionally in connection with the

Illinois Criminal Code, 720 ILCS 5/33E-1, et seq. (1989) as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 (1990 Supp.). Contractor has executed a Contractor's Affidavit which is attached hereto as (Sub)Exhibit 3 and incorporated by reference as if fully set forth herein.

J. That Contractor acknowledges that the City, in its selection of Contractor to perform the Services hereunder materially relied upon Contractor's proposal and Contractor's oral presentation; that the aforesaid information was accurate at the time it was made; that no material changes in it have been nor will be made without the express consent of the City; and that the City relied among other things during negotiations for this Agreement on Contractor's statements and representations that Contractor holds itself to the highest standards of quality and professionalism.

K. It shall be the duty of any bidder, proposer, or Contractor, all Subcontractors, and every applicant for certification of eligibility for a City Contract or program, and all officers, directors, agents, partners, and employees of any bidder, proposer, Contractor, or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All subcontracts shall inform Subcontractors of the provisions and require understanding and compliance herewith.

L. In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if the primary Contractor conducts any business operations in Northern Ireland, it is hereby required that the Contractor shall make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

M. Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination pursuant to Sections 8.01(A) and (B).

7.02 Joint And Several Liability.

In the event that Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or

undertaking hereinstated to be fulfilled or performed by Contractor shall be the joint and several obligation or undertaking of each such individual or other legal entity.

7.03 Business Documents And Contractor's Affidavit.

Contractor shall provide the Department with copies of its latest articles of incorporation, bylaws and resolutions, or partnership or joint venture agreement, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of the State of Illinois.

Contractor shall provide the City with a Contractor's Affidavit, a completed copy of which is attached hereto as (Sub)Exhibit 3 and incorporated by reference as if fully set forth herein. Contractor shall further cause its Subcontractors or, if a partnership or joint venture, all members of the partnership or joint venture, to submit all such documents to the City.

7.04 Conflict Of Interest.

Pursuant to Chapter 156 of the Municipal Code of Chicago, no member of the governing body of the City or other units of government and no other officer, employee, S.S.A. Commissioners or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains, shall have any personal economic or financial interest direct or indirect in this Agreement except to the extent that such benefits are provided equally to all residents or business owners in the Area. Furthermore, no S.S.A. Commissioner or other City official, agent or employee shall be a Subcontractor, employee or shareholder of the Contractor or receive anything of value from the Contractor. The Contractor shall not employ family members of S.S.A. Commissioners, and S.S.A. Commissioner's family members shall not have any interest or receive anything of value from the Contractor which would be distinguishable from benefits enjoyed by all the residents or business owners in the S.S.A.. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors, presently have no financial interest and shall acquire no interest, direct or indirect, in the Services undertaken by Contractor pursuant to the Agreement which would conflict in any manner or degree with the performance of the Services hereunder. The Contractor further

covenants that in the performance of this Agreement no person having any such interest shall be employed. Contractor agrees that if the Purchasing Agent, in his reasonable judgment, determines that any of Contractor's Services for others conflict with the Services Contractor is to render for the City under this Agreement, Contractor shall terminate such other services immediately upon request of the City.

7.05 Non-liability Of Public Officials.

No official, employee or agent of the City shall be charged personally by Contractor, or by any assignee or Subcontractor of the Contractor, with any liability or expenses of defense or be held personally liable to them under any term or provision of this Agreement, or because of the City's execution or attempted execution, or because of any breach hereof.

7.06 Independent Contractor.

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between the parties, and the rights, and the obligations of the parties shall be only those expressly set forth in this Agreement. The Contractor shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent, or partner of the City.

Article 8.

Events Of Default, Remedies, Termination, Right To Offset, Suspension.

8.01 Events Of Default Defined.

The following shall constitute events of default:

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by the Contractor to the City.

B. The Contractor's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:

1. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the

performance of the Services due to reasons or circumstances within the Contractor's reasonable control;

2. Failure to perform the Services in a manner satisfactory to the City, or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

3. Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

4. Discontinuance of the Services for reasons not beyond the Contractor's reasonable control;

5. Failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination; and

6. Any other acts specifically and expressly stated in this Agreement as constituting an event of default.

C. Any change in ownership or control of the Contractor without the prior approval of the Department, which shall not be unreasonably withheld.

D. Contractor's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. Contractor acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other Agreements.

8.02 Remedies.

The occurrence of any event of default which Contractor has failed to cure within thirty (30) calendar days after receipt of notice given in accordance with the terms of this Agreement and specifying the event of default or which, if such event of default cannot be reasonably cured within thirty (30) calendar days after notice, Contractor has failed, in the sole opinion of the City, to commence and continue diligent efforts to cure, may, at the sole option of the City, permit the City to declare the Contractor in default. Whether to declare Contractor in default is within the sole discretion of the Department and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement. Written notification of the default, and any intention of the Department to terminate the Agreement, shall be provided to Contractor and such decision

shall be final and effective upon the Contractor's receipt, as defined herein, of such notice. Upon the giving of such notice as provided herein, Contractor must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the City. At such time the City may invoke any or all of the following remedies:

A. The right to take over and complete the Services or any part thereof as agent for and at the cost of Contractor, either directly or through others. Contractor shall have, in such event, the right to offset from such cost the amount it would have cost the City under the terms and conditions of this Agreement, had Contractor completed the Services.

B. The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the City.

C. The right of specific performance, an injunction or any other appropriate equitable remedy.

D. The right to money damages.

E. The right to withhold all or any part of Contractor's compensation hereunder.

F. The right to deem Contractor nonresponsible in future contracts to be awarded by the City.

If the City considers it to be in its best interests, it may elect not to declare default or to terminate the Agreement hereunder. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Contractor to continue to provide the Services despite one or more events of default, the Contractor shall in no way be relieved of any of its responsibilities, duties or obligations under this Agreement nor shall the City waive or relinquish any of its rights.

The remedies under the terms of the Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy shall be cumulative and shall be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

8.03 Right To Offset.

A. In connection with Performance under this Agreement.

Any excess costs incurred by the City in the event of termination of this Agreement for default or otherwise resulting from Contractor's performance under the Agreement or in the event the City exercises any of the remedies available to it under Section 8.02 hereof, and any credits due to or overpayments made by the City may be offset by use of any payment due for Services completed before the termination for default or before the exercise of any remedies. If such amount offset is insufficient to cover those excess costs, Contractor shall be liable for and promptly remit to the City the balance upon written demand therefor. This right to offset is in addition to and not a limitation of any other remedies available to the City.

B. In connection with Section 2-92-380 of the Municipal Code of Chicago.

(1) In accordance with Section 2-92-380 of the Municipal Code of Chicago and in addition to any other rights and remedies (including any set-off) available to the City under the contract or permitted at law or in equity, the City shall be entitled to set off a portion of the contract price or compensation due under the contract in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and/or the amount of any debt owed by the Contractor to the City. For purposes of this section, "outstanding parking violation complaint" means a parking ticket, notice of parking violation or parking violation complaint on which no payment has been made or appearance filed in Circuit Court of Cook County within the time specified on the complaint. "Debt" means a specified sum of money owed to the City for which the period granted for payment has expired.

(2) Notwithstanding the provisions of subsection (1) above, no such debt(s) or outstanding violation complaint(s) shall be offset from the contract price or compensation due under the contact if one or more of the following conditions are met:

(a) the Contractor has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking complaints and/or debts owed to the City and the Contractor is in compliance with the agreement; or

(b) the Contractor is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or

(c) the Contractor has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

8.04 Termination For Convenience.

In addition to termination pursuant to Sections 8.01 and 8.02 hereof, the City may terminate this Agreement, all or any portion of the Services to be performed under it, at any time by a notice in writing from the City to Contractor when the Agreement may be deemed to be no longer in the best interests of the City. If the City elects to terminate the Agreement in full, all Services to be provided hereunder shall cease and all materials as may have been accumulated in performing this Agreement, whether completed or in the process, shall be delivered to the City effective ten (10) days after the date of receipt of the notice in accordance with Article 10 of this Agreement if no date is given or upon the effective date stated in the notice.

During the final ten (10) days Contractor shall restrict its activities, and those of its subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination shall be allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination shall be on the same basis as set forth in Article 5 hereof, but if any compensation is described or provided for on the basis of a period no longer than ten (10) days, then the compensation shall be prorated accordingly. No amount of compensation, however, shall compensate for anticipated profits on unperformed services. The amount of compensation shall be mutually agreed upon by the City and Contractor and, if not agreed to, the dispute shall be settled in accordance with Article 6 of this Agreement. The payment so made to the Contractor shall be in full settlement for all Services satisfactorily performed under this Agreement.

If the City's election to terminate this Agreement for default pursuant to Sections 8.01 and 8.02 hereof is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination shall be deemed to be a termination for convenience pursuant to this Section 8.04.

8.05 Suspension.

The City may at any time request that Contractor suspend its Services, or any part thereof, by giving fifteen (15) days prior written notice to the Contractor or upon no notice in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. Contractor shall promptly resume its performance of such Services under the same terms and conditions as stated herein upon written notice by the Department and such equitable extension of time as may be mutually agreed upon by the Purchasing Agent and Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the Services shall be treated in accordance with the compensation provisions under Section 5 of this Agreement. No suspension of this Agreement shall in the aggregate exceed a period of forty-five (45) days within any one contract year. If the total

number of days of suspension exceeds forty-five (45) days, Contractor by written notice may treat such suspension as a termination of this Agreement for convenience pursuant to Section 8.04.

8.06 No Damages For Delay.

The Contractor agrees that it, its members, if a partnership or joint venture and its subcontractors shall make no claims against the City for damages, charges, additional costs or hourly fees for costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement.

Article 9.

General Conditions.

9.01 Entire Agreement.

This Agreement, and the (sub)exhibits attached hereto and incorporated hereby, shall constitute the entire Agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein and therein.

9.02 Counterparts.

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

9.03 Amendments.

No changes, amendments, modifications, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and by the Commissioner, or their respective successors and assigns. The City shall incur no liability for Revised Services without a written amendment to this Agreement pursuant to this section.

Whenever in this Agreement the Contractor is required to obtain prior written approval, the effect of any approval which may be granted pursuant to Contractor's request shall be prospective only from the later of the date approval was requested or the date on which the action for which the

approval was sought is to begin. In no event may approval apply retroactively to a date before the approval was requested.

9.04 Compliance With All Laws.

Contractor shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of the Agreement. Provision(s) required by laws, ordinances, rules, regulations, or executive orders to be inserted shall be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement shall forthwith be amended to literally make such insertion; however, in no event shall the failure to insert such provision(s) prevent the enforcement of this Agreement.

9.05 Governing Law.

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. Contractor hereby irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Contractor agrees that service of process on Contractor may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by the Contractor, or by personal delivery on any officer, director, or managing or general agent of Contractor. If any action is brought by Contractor against the City concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

9.06 Severability.

If any provisions of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

9.07 Interpretation.

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any (sub)exhibit or document shall be deemed to include all supplements and/or amendments to any such (sub)exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

9.08 Assigns.

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

9.09 Cooperation.

Contractor agrees at all times to cooperate fully with the City and to act in the City's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of the Services during any transition period and shall otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

9.10 Miscellaneous Provisions.

Whenever under this Agreement the City by a proper authority waives Contractor's performance in any respect or waives a requirement or condition to either the City's or the Contractor's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of the Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

Article 10.

Notices.

Notices provided for herein, unless expressly provided for otherwise in this Agreement, shall be in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If To The City:	The Kedzie Industrial Tract Special Service Area Commission 3501 West 48th Place Chicago, Illinois 60632
	Department of Planning and Development City Hall, Room 1000 121 North LaSalle Street Chicago, Illinois 60602 Attention: Commissioner
	And
	Department of Purchases City Hall, Room 403 121 North LaSalle Street Chicago, Illinois 60602 Attention: Purchasing Agent
With Copies To:	Department of Law City Hall, Room 511 121 North LaSalle Street Chicago, Illinois 60602 Attention: Corporation Counsel
If To Contractor:	The Kedzie Tract Industrial Association, Inc. 3501 West 48th Place Chicago, Illinois 60632 Attention: Bill Krucko, President

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this Article 10. Notices delivered by mail shall be deemed received three (3) days after mailing in accordance with this article. Notices delivered personally shall be deemed effective upon receipt.

Article 11.

Authority.

11.01 City Authority.

This Agreement is entered into pursuant to the City Council ordinance enacted on _____, 1994 by virtue of the home rule authority conferred on the City under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois or in accordance with the Municipal Purchasing Act for cities of 500,000 or more population, as contained in the Illinois Municipal Code, 65 ILCS 5/8-10-1, et seq., as amended, and with the Chicago Municipal Code, as amended.

11.02 Contractor's Authority.

Execution of this Agreement by the Contractor is authorized by a resolution of its Board of Directors, if a corporation, and the signature(s) of each person signing on behalf of Contractor has/have been made with complete and full authority to commit the Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained herein, including without limitation such representations, certifications and warranties collectively attached hereto and incorporated by reference herein.

In Witness Whereof, The City and Contractor have executed this Agreement on the date first set forth above, at Chicago, Illinois.

City of Chicago

Recommended By:

_____
Chairperson, S.S.A.C.

By: _____
Commissioner, Department of
Planning and Development

Approved As To Form And Legality:

_____
Assistant Corporation Counsel

The Kedzie Tract Industrial
Association, Inc.

By: _____

Its: _____

Attested By: _____

Its: _____

Subscribed and sworn to before me
this ____ day of _____, 19__.

_____
Notary Public

My commission expires: _____

(Sub)Exhibits 1, 2, 3, 4 and 5 referred to in this Service Provider Contract read as follows:

(Sub)Exhibit 1.
(To Service Provider Contract)

Scope Of Services.

Special Service Area Number 7

3501 West 48th Place

Chicago, Illinois 60632.

It is our intent to use the funds of the 1994 Special Service Area Number 7 Budget as follows:

To provide weekend security patrol service by a licensed guard service company. The patrol is to cover the entire Kedzie Tract area. The cost of this service is approximately $12.00 per hour.

For administrative costs for a person coordinating between the individual companies and organizations which are providing services, some record keeping and other small tasks on a part-time basis.

For legal fees that may arise from the operation of the organization.

For area clean-up which the association will have done in order to keep a nice appearance of the whole area, thereby protecting our property values.

A small contingency fund was set aside for any unexpected expenditures that may arise.

Submitted on October 4, 1994.

(Signed) Trudy Nika
Chairman, S.S.A. No. 7

(Sub)Exhibit 2.
(To Service Provider Contract)

October 4, 1994.

Special Service Area No. 7
3501 West 48th Place
Chicago, Illinois 60632

Minutes of a meeting of the Special Service Area Number 7 held on October 4, 1994.

Commissioners present: Les Kocour, Trudy Nika, Robert McCarthy.

At the special meeting it was decided to approve the 1994 Budget of the Special Service Area Number 7 at $25,000.00, as presented.

Signed By:

(Signed) Trudy Nika
Chairman, S.S.A. No. 7

Budget.

October 4, 1994.

Special Service Area No. 7 Commission
Special Service Area Budget for Tax Year 1994.

For the fiscal year beginning January 1, 1994 and ending December 31, 1994.

Guard Service	$20,000
Administrative Fees	1,500
Legal Fees	1,000
Area Clean-Up Expense	1,500
Miscellaneous	1,000
	$25,000

Source of Funding:

Tax Levy at a rate not to exceed five percent (5.0%).

The assessed value, as equalized, of taxable property within Special Service Area Number 7.

(Signed) Trudy Nika
Chairman, S.S.A. No. 7

October 4, 1994.

Special Service Area No. 7
3501 West 48th Place
Chicago, Illinois 60632

Minutes of a meeting of the Special Service Area No. 7, held on October 4, 1994.

Commissioners present: Les Kocour, Trudy Nika, Robert McCarthy.

At the special meeting it was decided to approve the 1995 Budget of the Special Service Area No. 7 at $30,000.00, as presented.

(Signed) Trudy Nika
Chairman, S.S.A. No. 7

Department Of Planning And Development Proposed Special Service Area Budget.

Special Service Area Name and Number: Special Service Area Number 7

Chairman, Special Service Area: Trudy Nika Telephone: (312) 927-3737

Sole Service Provider: The Kedzie Tract Industrial Association, Inc.

Program Manager: Les Kocour Telephone: (312) 847-1111

Budget Period: From: January 1, 1995 To: December 31, 1995

Item	Budget Year 1995
Accounting	$ 0.00
Administrative Services	1,500.00
Advertising/Promotion	0.00
Auditing	0.00
Cleaning of Area	1,500.00
Consultants Services	0.00
Development Programs	0.00
Equipment	0.00
Equipment Maintenance	0.00
Employees' Benefits	0.00
Insurance	0.00
Interest Expenses	0.00
Legal Fees	1,000.00
License Fees	0.00
Maintenance	0.00

Item	Budget Year 1995
Management Fees	$ 0.00
Office Equipment	0.00
Office Expenses	0.00
Office Rent	0.00
Postage	0.00
Printing/Publications	0.00
Professional Services	0.00
Salaries	0.00
Security Services	25,000.00
Snow Plowing	0.00
Street Maintenance/Beautification	0.00
Subscriptions/Dues	0.00
Supplies	0.00
Telephone	0.00
Training and Workshops	0.00
Transportation	0.00
Travel	0.00
Utilities	0.00
Other	0.00
Miscellaneous	1,000.00
Contingency Fund (5% of budget)	0.00
TOTAL:	$30,000.00

Estimated Tax Levy: _____

S.S.A. Number: 7

This Budget is approved by the S.S.A. Chairman: (Signed) Trudy Nika
Signature

Trudy Nika
(Type) S.S.A. Chairman

October 28, 1994
Date

Approval by the Department of Planning and Development:

Signature

(Type)

Date

(Sub)Exhibit 3.
(To Service Provider Contract)

Contractor's Affidavit.

Specification Number:

Bidder/Proposer Name: The Kedzie Tract Industrial Association

Bidder/Proposer Address: 3501 West 48th Place

Chicago, Illinois 60632

Federal Employer I.D. Number: (Applied For)

or Social Security Number: _____

Instructions: For Use With A Contract Funded In Whole By City Or State Funds. Every Contractor submitting a bid/proposal to the City of Chicago must complete this Contractor's Affidavit. Special attention should be paid to Sections I (pages 1 to 4), II (page 4), III C (page 6), and IV (page 8), which require the Contractor to provide certain information to the City. The Contractor should complete this Contractor's Affidavit by signing Section V (page 8). Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Contractor's Affidavit. In the event that the Contractor is unable to certify to any of the statements contained herein, Contractor must contact the Department of Purchases, Contracts and Supplies for the City of Chicago and provide a detailed factual explanation of the circumstances leading to the Contractor's inability to so certify.

The undersigned G. William Kruchko (Name), as President (Title)

and on behalf of The Kedzie Tract Industrial Association (Business Name) ("Contractor")

having been duly sworn under oath certifies that:

I.

Disclosure Of Ownership Interests.

Pursuant to Chapter 2-154 of the Municipal Code of Chicago, all bidders/proposers shall provide the following information with their bid/proposal. If the question is not applicable, answer with "NA". If the answer is none, please answer "None".

Bidder/Proposer is a: (Check One)

[ ] Corporation [ ] Sole Proprietor

[ ] Partnership [x] Not-for-Profit Corporation

[ ] Joint Venture [ ] Other

Section 1.

For Profit Corporations.

a. Incorporated in the State of _____

b. Authorized to do business in the State of Illinois: Yes [ ] No [ ]

c. Names of all officers of corporation (or attach list): Names of all directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

d. If the corporation has fewer than 100 shareholders, indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

e. Is the corporation owned partially or completely by one or more other corporations? Yes [ ] No [ ]

If "Yes" provide the above information, as applicable, for each of said corporations.

f. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of 10% of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

Note: Generally, with corporations having 100 or more shareholders where no shareholder owns 10% of the shares, the requirements of this Section 1 would be satisfied by the bidder/proposer enclosing, with his bid/proposal, a copy of the corporation's latest published annual report and/or Form 10-K if the information is contained therein.

Section 2.

Partnerships.

If the bidder/proposer is a partnership, indicate the name of each partner and the percentage of interest of each therein:

Names Of Partners (Print or Type)	Percentage Interest
_____	_____%
_____	_____%
_____	_____%
_____	_____%

Section 3.

Sole Proprietorships.

a. The bidder/proposer is a sole proprietor and is not acting in any representative capacity in behalf of any beneficiary:

Yes [ ] No [ ] If "No", complete items b and c of this Section 3.

b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee hold such interest:

Name(s) Of Principal(s) (Print or Type)

_____

_____

_____

_____

c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised:

_____

_____

Section 4.

Land Trusts, Business Trusts, Estates And Other Entities.

If the bidder/proposer is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

_____

_____

Section 5.

Not-For-Profit Corporations.

a. Incorporated in the State of Illinois

b. Authorized to do business in the State of Illinois: Yes [x] No [ ]

c. Names of all officers of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)
William Kruchko	
Trudy Nika	
Les Kocour	

Names of all directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)
Seymor Singer	
Michael Holewinski	
Les Kocour	

Note: Pursuant to Chapter 2-154, Section 2-154-030 of the Municipal Code of Chicago, the Corporation Counsel may require any such additional information from any entity to achieve full disclosure relevant to the contract. Further, pursuant to Chapter 2-154, Section 2-154-020, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Purchasing Agent takes action on the contract or other action requested of the Purchasing Agent.

II.

Affidavit Of Local Business.

"Local Business" means a business located within the corporate limits of the City of Chicago, which has the majority of its regular, full-time work force located within the City, and which is subject to City taxes.

Joint Ventures: For purposes of establishing a firm's eligibility for two percent (2%) local business preference (if allowed by the specification), each partner must complete a separate affidavit. A Joint Venture is a "Local Business" only if at least fifty percent (50%) interest in the venture is held by "Local Businesses".

1) Is bidder/proposer a "Local Business" as defined above?

Yes: x No: _____

2) How many persons are currently employed by bidder/proposer? ø

3) Does bidder/proposer have business locations outside of City of Chicago? Yes: _____ No: x

If "Yes", list such bidder/proposer business addresses:

_____

_____

_____

(Attach Additional Sheets if Necessary)

4) How many of bidder/proposer's current employees work at City of Chicago locations? ø

5) Is bidder/proposer subject to City of Chicago taxes (including the Head Tax)? Yes: _____ No: __x__

III.

Contractor Certification.

A. Contractor.

1. The Contractor or any Subcontractor to be used in the performance of this contract, or any affiliated entity[1] of the Contractor or any such subcontractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such Subcontractor or any such affiliated entity[1], acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three (3) years prior to the date of execution of this Certification, or if a Subcontractor or Subcontractor's affiliated entity[1] during a period of three (3) years prior to the date of award of the subcontract:

   a. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or

   b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

   c. Made an admission of guilt of such conduct described in 1 (a) and (b) above which is a matter of record but has not been prosecuted for such conduct.

2. The Contractor or any agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging[3] in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging[3] during

a period of five (5) years prior to the date of submittal of this bid, proposal or response[2].

3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating[4] in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating[4].

4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago entitled "Office of Inspector General" and all provisions of Chapter 2-156 of the Municipal Code of Chicago entitled "Governmental Ethics".

B. Subcontractor.

1. The Contractor has obtained from all Subcontractors to be used in the performance of this contract, known by the Contractor at this time, certifications in form and substance equal to Section I of this Certification. Based on such certification(s) and any other information known or obtained by the Contractor, the Contractor is not aware of any such Subcontractor, Subcontractor's affiliated entity[1], or any agent, partner, employee or officer of such Subcontractor or Subcontractor's affiliated entity[1] having engaged in or been convicted of: (a) any of the conduct described in Section III A (1) (a) or (b) of this certification, (b) bid-rigging[3], bid-rotating[4], or any similar offense of any state or the United States which contains the same elements as bid-rigging and bid-rotating, or having made an admission of guilt of the conduct described in Section III A (1) (a) or (b) which is a matter of record but has/have not been prosecuted for such conduct.

2. The Contractor will, prior to using them as Subcontractors, obtain from all Subcontractors to be used in the performance of this contract, but not yet known by the Contractor at this time, certifications in form and substance equal to this Certification. The Contractor shall not, without the prior written permission of the City, use any of such Subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, becomes aware of such Subcontractor, Subcontractor's affiliated entity[1] or any agent, employee or officer of such Subcontractor or Subcontractor's affiliated entity[1] having engaged in or been convicted of: (a) any of the conduct described in Section III A(1) (a) or (b) of this Certification; or (b) of bid-rigging[3], bid-rotating[4]

or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section III A (1) (a) or (b) which is a matter of record but has/have not been prosecuted for such conduct.

3. The Contractor will maintain on file for the duration of the contract all certifications required by Section III B (1) and (2) above, for all Subcontractors to be used in the performance of this contract and will make such certifications promptly available to the City of Chicago upon request.

4. The Contractor will not, without the prior written consent of the City, use as Subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification in form and substance equal to this Certification.

5. The Contractor hereby agrees, if the City so demands, to terminate its subcontract with any Subcontractor, if such Contractor or Subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract under Chapter 2-92, Section 2-92-320 of the Chicago Municipal Code, or if applicable, under Section 33-E of Article 33 of the State of Illinois Criminal Code of 1961, as amended. Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontracts as required by this Certification.

C. State Tax Delinquencies.

In completing this Section III C, authorized signatory must initial on the line next to the appropriate subsection.

1. __x__ Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

2. _____ Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.

3. _____ Contractor is delinquent in the payment of any tax administered by the Department of Revenue and is not covered under any of

the situations described in Subsections 1 and 2 of this Section III C above[5].

D. Certification Regarding Suspension And Disbarment.

1. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency;

   b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for: the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Paragraph D (1)(b) above; and

   d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

2. If the Contractor is unable to certify to any of the statements in this Certification, Contractor shall attach an explanation to this Certification.

3. If any subcontractors are to be used in the performance of this Agreement, Contractor shall cause such subcontractors to certify as to Paragraph D (1) of this Certification. In the event that any subcontractor is unable to certify to any of the statements in this Certification, such subcontractor shall attach an explanation to this Certification.

E. Anti-Collusion.

The Contractor, its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or

otherwise taken any action in restraint of free competitive bidding in connection with this proposal. Failure to submit this statement as part of the bid proposal will make the bid nonresponsive and not eligible for award consideration.

F. Punishment.

A Contractor who makes a false statement material to Section III A (2) of this Certification commits a Class 3 felony, 720 ILCS 5/33E-11(b). Making a false statement concerning Section III of this Certification is a Class A misdemeanor, voids the contract and allows the municipality to recover all amounts paid to the Contractor under the contract in a civil action, 65 ILCS 5/11-42.1-1.

Notes 1 -- 5 For Section III, Contractor Certification.

1. In accordance with Chapter 2-92, Section 2-92-320 of the Municipal Code of Chicago, the Contractor or a Subcontractor shall be chargeable with the conduct of an affiliated entity. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity under Chapter 2-92, Section 2-92-320 of the Chicago Municipal Code, using substantially the same management, ownership or principals as the ineligible entity.

2. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, or any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in Paragraph (2) of Subsection (a) of Section 5-4 of the State of Illinois Criminal Code.

3. For purposes of Section III A of this Certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such

person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted, 720 ILCS 5/33E-3.

4. For purposes of Section III A of this Certification, a person commits the offense of and engages in bid-rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least three (3) contract bids within a period of ten (10) years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bid rotates, or is distributed among persons or business entities which submit bids on a substantial number of the same contracts, 720 ILCS 5/33E-4.

5. 65 ILCS 5/11-42.1-1 of the Illinois Compiled Statutes provides that a municipality may not enter into a contract or agreement with an individual or other entity that is delinquent in the payment of any tax administered by the Illinois Department of Revenue unless the contracting party is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of the tax or unless the contracting party has entered into an agreement to pay the tax and is in compliance with the Agreement. Notwithstanding the above, the municipality may enter into the contract if the contracting authority for the municipality determines that:

(1) the contract is for goods or services vital to the public health, safety, or welfare; and

(2) the municipality is unable to acquire the goods or services at a comparable price and of comparable quality from other sources.

IV.

Incorporation Into Contract And Compliance.

The above certifications shall become part of any contract awarded to the Contractor set forth on page 1 of this Contractor's Affidavit. Further, Contractor shall comply with these certifications during the term of the Contract.

V.

Verification.

Under penalty of perjury, I certify that I am authorized to execute this Contractor's Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

(Signed) G. William Krochko
Signature of Authorized Officer

G. William Krochko
Name of Authorized Officer
(Print or Type)

President
Title

(312) 847-7131
Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me this 5th day of October, 19 94, by G. William Krochko (Name) as President (Title) of The Kedzie Tract Industrial Association, Inc. (Contractor).

(Signed) Michael J. Ritzke
Notary Public Signature

[Official Seal]
Michael J. Ritzke
Notary Public, State of Illinois

My commission expires: _____

(Sub)Exhibit 4.
(To Service Provider Contract)

Security Firm(s) Insurance Provisions.

Contract Insurance Requirements.

The Security Firm shall procure and maintain at all times, at Security Firm's own expense, for services to be provided by this Contract, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this Contract, whether performed by the Security Firm or by Subcontractors.

The kinds and amounts of insurance required are as follows:

1) Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are to provide a service under this Contract. Employer's liability coverage with limits of not less than $500,000 each accident or illness shall be included.

2) Commercial Liability Insurance (Primary and Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than $2,000,000 per occurrence, combined single limit, for bodily injury, personal injury including civil rights violations, and property damage liability. Products/completed operations, independent contractors, broad form property damage and contractual liability coverages are to be included. The City of Chicago and the S.S.A. are to be named as additional insured, without recourse or right of contribution for any liability arising out of the Services to be provided.

3) Automobile Liability Insurance.

When any motor vehicles are used in connection with work to be performed, the Security Firm shall provide Automobile Liability Insurance with limits of not less than $2,000,000 per occurrence, combined single limit, for bodily injury and property damage. Coverage extension to include high speed chase. The City of Chicago and S.S.A. are to be named as additional insured.

4) Police Professional Liability Insurance.

Police Professional Liability Insurance coverage with limits of $1,000,000 per occurrence, combined single limit, for bodily injury, property damage and personal injury are to be included. Coverage extension shall include civil rights violations.

The Contractor will furnish the S.S.A. and the City of Chicago, Department of Planning and Development, Neighborhood Services Division, Suite 2800, 20 North Clark Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverage has an expiration or renewal date occurring during the term of this Contract. The Security Firm shall submit evidence of insurance on the City of Chicago Insurance Certificate of Coverage form (copy attached) prior to contract award. The failure of the City or the S.S.A. to obtain such evidence from the Security Firm before permitting Security Firm to commence work shall not be deemed to be a waiver by the City, and the Security Firm shall remain under continuing obligation to maintain the insurance coverage.

The insurance hereinbefore specified shall be carried until all Services required to be performed under the terms of the Contract are satisfactorily completed. Failure to carry or keep such insurance in force may constitute a violation of the Contract, and the S.S.A. maintains the right to terminate Contract until proper evidence of insurance is provided.

The insurance shall provide for thirty (30) days prior written notice to be given to the S.S.A. and the City in the event coverage is substantially changed, canceled, or nonrenewed.

The Security Firm shall require all Subcontractors to carry the insurance required herein, or Contractor may provide the coverage for any or all Subcontractors, and, if so, the evidence of insurance submitted shall so stipulate.

Any and all deductibles on referenced insurance coverage shall be borne by Security Firm.

Security Firm expressly understands and agrees that any insurance coverage and limits furnished by Security Firm shall in no way limit the Security Firm's liabilities and responsibilities specified within the contract documents or by law.

The Security Firm and each Subcontractor agree that insurers shall waive their rights of subrogation against the S.S.A. and the City of Chicago.

The Security Firm expressly understands and agrees that any insurance maintained by the S.S.A. shall apply in excess of and not contribute with insurance provided by the Security Firm under the Contract.

If Security Firm, or its Subcontractors desire additional coverage, higher limits of liability, or other modifications for its own protection, the Security Firm and each of its Subcontractors, shall be responsible for the acquisition and cost of such additional protection.

The City maintains the right to modify, delete, alter or change these requirements.

[City of Chicago Insurance Certificate of Coverage form referred to in these Security Firm(s) Insurance Provisions/Contract Insurance Requirements printed on page 63223 of this Journal.]

Exhibit 5.
(To Service Provider Contract)

Special Service Area Subcontractor's Or Subconsultant's Insurance Provisions.

Contract Insurance Requirements.

Subcontractor or Consultant shall procure and maintain at all times, at their own expense, during the term of this Agreement for all the Services covered under this Agreement, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all Services under this Agreement, whether performed by the Consultant or by Subcontractors.

The kinds and amounts of insurance required are as follows:

1) Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are to provide a service under this Agreement. Employer's liability coverage with limits of not less than $100,000 each accident or illness shall be included.

2) Commercial Liability Insurance (Primary and Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Products/completed operations, broad form property damage and contractual liability coverages are to be included. The City of Chicago and the S.S.A. are to be named as additional insureds, without recourse or right of contribution for any liability arising out of the Services to be provided.

3) Automobile Liability Insurance.

When any motor vehicles are used in connection with work to be performed, the Subcontractor or Consultant shall provide Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence combined single limit, for bodily injury and property damage. The City of Chicago and S.S.A. are to be named as additional insureds.

4) Professional Liability Insurance.

When any architects, engineers, accountants, or consulting firms perform services in connection with this Contract, Professional Liability Insurance shall be maintained with limits of $500,000. The policy shall have an extended reporting period of two years. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract.

The Subcontractor or Consultant will furnish the S.S.A. and the City of Chicago, Department of Planning and Development, Neighborhood Services Division, Suite 2800, 20 North Clark Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Subcontractor or Consultant shall submit evidence of insurance on the City of Chicago

Insurance Certificate of Coverage form (copy attached) prior to contract award. The failure of the City or the S.S.A. to obtain such evidence from the Subcontractor or Consultant before permitting Subcontractor or Consultant to commence work shall not be deemed to be a waiver by the City, and the Subcontractor or Consultant shall remain under continuing obligation to maintain the insurance coverage.

The insurance specified above shall be carried until all Services required to be performed under the terms of the Agreement are satisfactorily completed. Failure to carry or keep such insurance in force shall constitute a default under this Agreement, and the S.S.A. maintains the right to terminate Contract until proper evidence of insurance is provided.

The insurance shall provide for thirty (30) days prior written notice to be given to the S.S.A. and the City in the event coverage is substantially changed, canceled, or nonrenewed.

The Subcontractor or Consultant shall require all subcontractors to carry the insurance required herein, or Subcontractor/Consultant may provide the coverage for any or all subcontractors, and, if so, the evidence of insurance submitted shall so stipulate.

Any and all deductibles on referenced insurance coverage shall be borne by Subcontractor or Consultant.

Subcontractor or Consultant expressly understands and agrees that any insurance coverage and limits furnished by Subcontractor or Consultant shall in no way limit the Subcontractor's or Consultant's liabilities and responsibilities specified within the Agreement documents or by law.

The Subcontractor or Consultant and each Subcontractor agree that insurers shall waive their rights of subrogation against the S.S.A. and the City of Chicago.

The Subcontractor or Consultant expressly understands and agrees that any insurance maintained by the S.S.A. shall apply in excess of and not contribute with insurance provided by the Subcontractor or Consultant under the Contract.

If Subcontractor or Consultant, or its Subcontractors desire additional coverage, higher limits of liability, or other modifications for its own protection, the Subcontractor or Consultant and each of its Subcontractors, shall be responsible for the acquisition and cost of such additional protection.

The City maintains the right to modify, delete, alter or change these requirements.

[City of Chicago Insurance Certificate of Coverage form referred to in these Special Service Area Subcontractor's or Subconsultant's Insurance Provisions/Contract Insurance Requirements printed on page 63223 of this Journal.]

AUTHORIZATION FOR TAX LEVY AND MANAGEMENT AGREEMENT FOR SPECIAL SERVICE AREA NUMBER 11.

On motion of Alderman Burke, the City Council took up for consideration the report of the Committee on Finance, deferred and published in the Journal of the Proceedings of November 10, 1994, pages 59814 and 59816 through 59870, recommending that the City Council pass a proposed ordinance which authorizes a tax levy and management agreement for Special Service Area Number 11.

On motion of Alderman Burke, the said proposed ordinance was passed by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Illinois Special Service Area Act, 35 ILCS 235/0.01, et seq. (the "Special Service Area Act") and pursuant to the Revenue Act of 1939, 35 ILCS 205/1, et seq., as amended from time to time; and

(Continued on page 63224)

INSURANCE CERTIFICATE OF COVERAGE

Named Insured: _____ Specification #: _____

RFP #: _____

Address: _____ Project #: _____
(NUMBER & STREET)

_____ Contract #: _____
(CITY) (STATE) (ZIP)

Description of Operation/Location	

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the City of Chicago. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the City of Chicago at the address shown on this Certificate. This certificate is issued to the City of Chicago in consideration of the contract entered into with the named insured, and it is mutually understood that the City of Chicago relies on this certificate as a basis for continuing such agreement with the named insured.

Type of Insurance	Insurer Name	Policy Number	Effective Date	Expiration Date	Limits of Liability All Limits in Thousands
General Liability ☐ Claims Made ☐ Occurrence ☐ Premise - Operations ☐ Explosion/Collapse Underground ☐ Products/Completed - Operations ☐ Blanket Contractual ☐ Broad Form Property Damage ☐ Independent Contractors ☐ Personal Injury ☐ Pollution					CSL Per Occurrence $ General Aggregate $ Products/Completed Operations Aggregate $
Automobile Liability (Any Auto)					CSL Per Occurrence $
☐ Excess Liability ☐ Umbrella Liability					Each Occurrence $
Workers' Compensation and Employer's Liability					Statutory/Illinois Employers Liability $
Builders' Risk/Course of Construction					Amount of Contract
Professional Liability					$
Owner Contractors Protective					$
Other					

a) Each insurance policy required by this agreement, excepting policies for workers' compensation and professional liability, will read: "The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago".

b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of interest (cross liability) applicable to the named insured and the City.

c) Workers Compensation and Property insurer shall waive all rights of subrogation against the City of Chicago.

d) The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the contract have been fully met, or that the insurance companies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice

Certificate Holder/Additional Insured

City of Chicago
Dept. of Purchasing
121 N. LaSalle, #403
Chicago, IL 60602

Signature of Authorized Rep. _____

Agency/Company _____

Address _____

Telephone _____

FOR CITY USE ONLY

(Continued from page 63222)

WHEREAS, On July 27, 1988, as amended by an ordinance enacted on September 14, 1988, and as further amended by an ordinance enacted on September 13, 1989, as amended by an ordinance enacted on May 19, 1993, the City Council of the City of Chicago enacted an ordinance (the "Establishing Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 11 (the "Area") and authorized the levy of an annual tax not to exceed an annual rate of three percent (3.00%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishing Ordinance established the Area as that territory approximately bounded by 61st Street on the north, 66th Street on the south, Lowe Avenue on the east and Morgan Street on the west; and

WHEREAS, The Special Services authorized in the Establishing Ordinance included recruitment of new businesses to the Area, rehabilitation activities, loan packaging services, maintenance and beautification activities, coordinated promotional and advertising activities for the Area, and other technical assistance activities to promote commercial and economic development; and

WHEREAS, The Establishing Ordinance provided for the appointment of the Greater Englewood Special Service Area Commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services and further to advise the Mayor and the City Council regarding the amount of the Services Tax to be levied; and

WHEREAS, It is the responsibility of the Commission to recommend to the Department of Planning and Development, the Mayor and the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City and the Service Provider for the provision of Special Services to the Area; and a line item budget to be included in the agreement between the City and the Service Provider; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Planning and Development and to the City Council its recommendations for a yearly budget to provide the Special Services in the Area for the fiscal year commencing January 1, 1995, has advised the Mayor and the City Council concerning the Services Tax for the tax year 1994 for the purpose of providing funds necessary to provide the Special Services and has recommended to the Department of Planning and Development, the Mayor and the City Council an agreement with the Service Provider, whose

terms and conditions provide for the expenditure of the Services Tax for the provision of the Special Services for the fiscal year commencing January 1, 1995, respectively, in substantially the form attached hereto as Exhibit A; and

WHEREAS, Certain members of the Commission may serve from time to time on the Board of Directors of the Service Provider, or serve the Service Provider in some other voluntary capacity, which such service shall provide no financial compensation in any manner to such Commission member; now, therefore,

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Incorporation of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Greater Englewood Special Service Area Commission
Special Service Area Budget

For the fiscal year beginning January 1, 1995 and ending December 31, 1995.

	Expenditures
Service Provider Contract for the provision of Special Services	$287,500
TOTAL BUDGET REQUEST:	$287,500

Source Of Funding

Tax levy at a rate not to exceed three percent (3.00%) of the assessed value, as equalized, of taxable property within Special Service Area No. 11	$287,500

SECTION 3. Levy of Taxes. There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(1)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Special Service Area Act and pursuant to the provisions of the Establishing Ordinance, the sum of $287,500 as the amount of the Services Tax for the tax year 1994.

SECTION 4. Filing. The City Clerk is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois, a certified copy of this ordinance and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City of Chicago, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 1994 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Contract. The Commissioner of the Department of Planning and Development (the "Commissioner"), or a designee of the Commissioner are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an agreement with the Englewood Business Men's Association, an Illinois not-for-profit corporation, in substantially the form attached hereto as Exhibit A and hereby made a part hereof (the "Service Provider Contract"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Contract, with such changes, deletions and insertions as shall be approved by the persons executing the Service Provider Contract.

SECTION 6. Exemption. The Service Provider Contract is hereby declared exempt from Section 2-156-020 of the Municipal Code of the City of Chicago.

SECTION 7. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 8. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 9. Publication. This ordinance shall be published by the City Clerk, in pamphlet form, by preparing at least 100 copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 10. Effective Date. This ordinance shall take effect ten (10) days after its passage and publication.

Exhibit "A" referred to in this ordinance reads as follows:

Exhibit "A".

Service Provider Contract

Agreement For Special Service Area Number 11

Between

The City Of Chicago

(Represented By The Special Service Area Commission)

And

Englewood Business Men's Association

Richard M. Daley,

Mayor.

Agreement.

This Agreement ("Agreement") is entered into by and between Englewood Business Men's Association, a not-for-profit corporation (the "Contractor") authorized to do business under the laws of the State of Illinois and the City of Chicago ("City") a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through the Special Service Area Commission ("S.S.A.C."), at Chicago, Illinois.

Recitals.

Whereas, Special service areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Illinois Special Service Area Act, 35 ILCS 200/27-5, et seq. (the "Special Service Area Act") and pursuant to the Revenue Act of 1939, 35 ILCS 205/1, et seq., as amended from time to time; and

Whereas, The City Council of the City of Chicago ("City Council") has established a special service area known and designated as "City of Chicago Special Service Area Number 11" (the "Area") to provide special services (the "Special Services") in addition to services provided generally by the City. The City Council has further authorized the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide the Special Services but not to exceed 3% of the equalized assessed value of all property within the Area (the "Services Tax"), all as provided in an ordinance enacted on September 14, 1988, and amended by an ordinance enacted on September 13, 1989 (collectively, the "Establishment Ordinance"); and

Whereas, The City Council enacted an ordinance on December 1, 1993 which authorizes the levy of the Services Tax and appropriation of the funds therefrom for the Area for fiscal year 1994, for the provision of the Special Services in the Area; and

Whereas, The Contractor and the City desire to enter into this Agreement to provide such Special Services in the Area and Contractor is ready, willing and able to enter into this Agreement to provide the Special Services to the full satisfaction of the City;

Now, Therefore, In consideration of the mutual promises contained in this Agreement, the City and Contractor agree as follows:

Article 1.

Incorporation Of Recitals.

The recitals set forth above are incorporated by reference as if fully set forth herein.

Article 2.

Definitions.

The following words and phrases shall have the following meanings for purposes of this Agreement:

"Account" means the checking account the Contractor is required to establish pursuant to Section 5.03 hereof.

"Agreement" means this Special Service Area Agreement, including all (sub)exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Area" means City of Chicago Special Service Area No. 11.

"Budget" means the budget to be prepared by the S.S.A.C. in conjunction with the Contractor.

"City" means the City of Chicago.

"City Council" means the City Council of the City of Chicago.

"Commissioner" means the Commissioner of the Department of Planning and Development or her duly authorized representative.

"Contractor" means the Englewood Business Men's Association.

"Days" means business days in accordance with the City of Chicago business calendar.

"Department" means the Department of Planning and Development.

"Effective Date" means the date set forth in Article 4 hereof.

"Establishment Ordinances" means the ordinances enacted by City Council on September 14, 1988 and amended by ordinance enacted on September 13, 1989, authorizing imposition of the Service Tax and setting forth the Special Services to be provided in the Area.

"Maximum Compensation" is the amount the City has agreed to pay the Contractor for its Services which is set forth in Section 5.01 hereof and shall be equal to the ad valorem tax levied and collected by the City.

"Purchasing Agent" means the Purchasing Agent of the City of Chicago or his duly authorized representative.

"Revised Services" means those Services authorized in writing by the S.S.A.C. which are within the general Scope of Services of this Agreement and within the general Scope of Services identified in the Establishment Ordinance and do not affect the Maximum Compensation set forth in Section 5.01 and the Budget. (Revised Services shall be limited to changes or revisions to the line items in the Budget and shall require only the approval of the S.S.A.C. in a written modification to this Agreement before the City shall become obligated to pay for such Revised Services).

"Risk Management Division" means the Risk Management Division of the Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

"Security Firm" means a business entity certified by the State of Illinois pursuant to the Private Detective, Private Alarm and Private Security Act of 1983, 225 ILCS 445/1, et seq. and whose employees are registered and certified by the State of Illinois.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 and the Scope of Services of this Agreement and in the Establishment Ordinance and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Service Tax" means the ad valorem tax levied and appropriated for each Budget year covered by this Agreement in an amount not to exceed 3.00% of the equalized assessed value of all property in the Area.

"Service Tax Funds" means the amount actually collected pursuant to the Service Tax.

"Special Services" means those special services authorized by the Establishment Ordinance in addition to services generally provided by the City.

"Special Service Area Commission ('S.S.A.C.')" means the body established pursuant to the Establishment Ordinance to prepare the Budget in conjunction with the Contractor, identifies a Contractor and supervise the provision of the Special Services in the Area pursuant to the Establishment Ordinance.

"Subcontractor" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors of any tier, subconsultants of any tier, suppliers and materialmen, whether or not in privity with Contractor.

Article 3.

Duties And Responsibilities Of Contractor.

3.01 Scope And Description Of Services.

The Services which the Contractor shall provide under this Agreement shall include, but are not limited to, those described in this Article 3 and in

(Sub)Exhibit 1 which is attached hereto and incorporated by reference as if fully set forth herein. This Scope of Services is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services which the Contractor is to provide under this Agreement. The S.S.A.C. reserves the right to require Contractor to perform Revised Services under the same terms and conditions of this Agreement. The S.S.A.C. may by written notice to the Department and the Contractor delete or amend the figures contained and described in the Budget attached hereto as (Sub)Exhibit 2. The Contractor Shall Not Engage In Construction Of Any Type Or Kind.

3.02 Standard Of Performance.

The Contractor shall perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a Contractor performing Services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. The Contractor shall at all times use its best efforts on behalf of the S.S.A.C. and to assure timely and satisfactory rendering and completion of its Services.

The Contractor shall at all times act in the best interests of the S.S.A.C. consistent with its professional obligations assumed by it in entering into this Agreement. The Contractor shall perform all Services in accordance with the terms and conditions of this Agreement and to the reasonable satisfaction of the S.S.A.C.. The Contractor covenants with the City to furnish its best skill and judgment and to cooperate with the officials, employees and agents of the City in furthering the S.S.A.C. interests. The Contractor agrees to furnish efficient business administration and supervision to render and complete the Services at reasonable cost.

The Contractor shall assure that all Services which require the exercise of professional skills or judgment shall be accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor shall remain responsible for the professional and technical accuracy of all Services provided, whether by Contractor or its subcontractors or others on its behalf.

If the Contractor fails to comply with the foregoing standards, the Contractor shall perform again, at its own expense, any and all Services required to be reperformed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any and all of the Services by the S.S.A.C. shall not relieve Contractor of its responsibility for the professional and technical accuracy of its Services. This provision in no way limits the City's rights against the Contractor either under this Agreement, at law or in equity.

3.03 Personnel.

The Contractor shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension thereof an adequate staff of competent personnel which is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Salaries and wages due of all employees of the Contractor performing Services under this Agreement shall be paid unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations.

3.04 Nondiscrimination.

A. Federal Requirements.

It shall be an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individual's race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex, age, handicap or national origin.

The Contractor shall comply with the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000, et seq. (1981), as amended. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. Secs. 6101 -- 6106 (1981); Rehabilitation Act of 1973, 29 U.S.C. Secs. 793 -- 794 (1981); Americans With Disabilities Act of 1990, 42 U.S.C. §12101, et seq. and 41 C.F.R. Part 60, et seq. (1990).

B. State Requirements.

The Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq. (1990), as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 5 Ill. Admin. Code § 750 Appendix A. Furthermore, the Contractor shall comply with the Discrimination in Public Contracts Act, 775 ILCS 10/1, et seq. (1990), as amended.

C. City Requirements.

The Contractor shall comply with the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010, et seq., of the Chicago Municipal Code (1990), as amended.

3.05 Insurance.

Contractor shall procure and maintain at all times during the term of this Agreement, for the Services to be provided by this Agreement, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this Agreement, provided however, that the S.S.A.C. may pay the required insurance premiums as a line item in the Budget.

A. The kinds and amounts of insurance required are as follows:

1) Workers' Compensation And Occupational Disease Insurance.

If the Contractor has employees, Workers' Compensation and Occupational Disease Insurance, in statutory amounts covering all employees who are to provide a service under this Agreement. Employer's liability coverage with limits of not less than $100,000 each accident or illness shall be included.

2) Commercial Liability Insurance (Primary and Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Coverage extensions shall include products/completed operations, broad form property damage, independent contractors and contractual liability. The City of Chicago and the S.S.A. Commissioners are to be named as additional insureds, without recourse or right of contribution for any liability arising out of the Services to be performed.

3) Automobile Liability Insurance.

When any motor vehicles are used in connection with work to be performed, the Contractor shall provide Automobile Liability Insurance with limits of not less than $300,000 per occurrence combined single limit, for bodily injury and property damage. The City of Chicago is to be named as additional insured.

4) Professional Liability Insurance.

When any architects, engineers, or consulting firms perform work in connection with this contract, Professional Liability Insurance shall be maintained with limits of $500,000. The policy shall have an extended reporting period of two (2) years. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on the contract.

5) Blanket Crime Insurance.

When any Funds are advanced to the Contractor by the City, the Contractor shall obtain and maintain a Blanket Crime Insurance policy covering all persons handling City of Chicago funds under this Agreement against loss by reason of theft, robbery, dishonesty, destruction, disappearance, or other crimes. The amount of the policy shall be written to cover losses in an amount of not less than the contract amount for any given year.

B. Security Firms And Subcontractors.

If the Contractor enters into a subcontract with a Security Firm, such Security Firm shall be certified by the State of Illinois, and the Security Firm's employees shall be registered and certified by the State. Contractor shall ensure and require any Security Firm subcontractor to comply with the Risk Management approved Security Firm Insurance Program attached hereto as (Sub)Exhibit 4 and incorporated by reference as if fully set forth herein. Contractor shall ensure and require any Subcontractors or Subconsultants other than Security Firms to comply with Risk Management approved S.S.A. Subcontractor's or Subconsultant's insurance provisions attached hereto as (Sub)Exhibit 5 and incorporated by reference as if fully set forth herein.

C. Related Requirements.

The Contractor will furnish the City of Chicago, Department of Planning and Development, Neighborhood Services Division, Suite 2800, 20 North Clark Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverage has an expiration or renewal date occurring during the term of this contract. The Contractor shall submit evidence of insurance on the City of Chicago Insurance Certificate of Coverage form (copy attached) prior to contract award. The failure of the City to obtain

such evidence from Contractor before permitting Contractor to commence work shall not be deemed to be a waiver by the City, and the Contractor shall remain under continuing obligation to maintain the insurance coverage.

The insurance specified above shall be carried until all work required to be performed under the terms of this Agreement are satisfactorily completed. Failure to carry or keep such insurance in force may constitute a default under this Agreement and the City maintains the right to terminate contract until proper evidence of insurance is provided.

The insurance shall provide for thirty (30) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any and all deductibles on the referenced insurance coverage shall be borne by the Contractor.

Contractor expressly understands and agrees that any insurance coverage and limits furnished by Contractor shall in no way limit the Contractor's liabilities and responsibilities specified within the Agreement or by law.

The Contractor agrees that insurers shall waive their rights of subrogation against the City of Chicago.

The Contractor expressly understands and agrees that any insurance maintained by the City of Chicago shall apply in excess of and not contribute with insurance provided by the Contractor under this Agreement.

If Contractor desires additional coverage, higher limits of liability, or other modifications for its own protection, the Contractor shall be responsible for the acquisition and cost of such additional protection.

The City of Chicago maintains the right to modify, delete, alter or change these requirements.

3.06 Indemnification.

The Contractor agrees to protect, defend, indemnify, keep, save, and hold the City, its officers, officials, members of the S.S.A.C., employees and agents, free and harmless from and against any and all liabilities, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind, nature and character arising out of or relating to any and all claims, liens, demands, obligations, actions, suits, judgments or settlements, proceedings or causes of action of every kind, nature and character in connection with or arising directly or indirectly out of this Agreement and/or the performance hereof by the Contractor, its

officials, agents, employees, and Subcontractors, including but not limited to, the enforcement of this indemnification provision (collectively, "Claims"). Without limiting the foregoing, any and all such Claims, relating to personal injury, death, damage to property, defects in material or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend all suits for any and all Claims, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the Claims are considered groundless, false or fraudulent.

The City shall have the right, at its option and at its own expense, to participate in the defense of any suit, without relieving the Contractor of any of its obligations under this indemnity provision. The Contractor expressly understands and agrees that the requirements set forth in this indemnity to protect, defend, indemnify, keep, save and hold the City free and harmless are separate from and not limited to the Contractor's responsibility to obtain insurance or to provide a bond pursuant to other sections in this Agreement. Further, the indemnities contained in this section shall survive the expiration or termination of this Agreement.

3.07 Records And Audits.

The Contractor shall deliver or cause to be delivered all documents, data, studies, reports, findings or information to the S.S.A.C. promptly in accordance with the time limits prescribed in this Agreement, and if no time limit is specified, then upon reasonable demand therefore or upon termination or completion of the Services hereunder.

The Contractor shall furnish the S.S.A.C. with a bi-annual report or provide such information as may be requested relative to the performance and cost of the Services throughout the term of this Agreement. The Contractor shall maintain records showing actual costs incurred. The Contractor shall keep books, documents, paper, records and accounts in connection with the Services open to an independent audit to be conducted by either City employees or agents, or third parties, inspection, copying, abstracting and transcriptions and shall make these records available to the S.S.A.C. and any other interested governmental agency, at reasonable times during the performance of its Services.

The Contractor Shall Not Commingle Service Tax Funds With Funds From Other Sources, and to the extent that the Contractor conducts any business operations separate and apart from the Services required under this Agreement using, for example, personnel, equipment, supplies or

facilities also used in connection with this Agreement, then the Contractor shall maintain and make similarly available to the S.S.A.C. detailed records supporting the Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

The Contractor shall provide a single annual audited financial statement to the S.S.A.C. within one hundred twenty (120) days after the end of the calendar year and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

3.08 Subcontracts And Assignments.

The Contractor shall not assign, delegate, subcontract or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or without the express written consent of the S.S.A.C.. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

All subcontracts and all approvals of Subcontractors and any assignment to which the S.S.A.C. consents shall be, regardless of their form, deemed conditioned upon performance by the Subcontractor or assignee in accordance with the terms and conditions of this Agreement. The S.S.A.C. expressly reserves the right to approve any and all Security Firm subcontracts.

Contractor, upon entering into any agreement with a Subcontractor, shall furnish the S.S.A.C. with five (5) copies thereof. All subcontracts shall contain provisions that require the Services to performed in strict accordance with the requirements of this Agreement and shall provide that the Subcontractors are subject to all the terms and conditions of this Agreement, and are subject to the approval of the S.S.A.C.. Provided that such agreements do not prejudice any of the City's rights under this Agreement, such agreements may contain different provisions than are provided herein with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the Services.

The Contractor shall not transfer or assign any funds or claims due or to become due under this Agreement without the prior written approval of the S.S.A.C.. The attempted transfer or assignment of any Agreement funds, either in whole or in part, or any interest therein, which shall be due or to become due to the Contractor without such prior written approval shall have no effect upon the City.

Article 4.

Term Of Services.

This Agreement shall take effect as of January 1, 1995 ("Effective Date") and shall continue through December 31, 1995 or until the Services are completed, or until the Agreement is either terminated by the S.S.A.C. or in accordance with its terms, whichever occurs first. The City, by notice to the Contractor from the S.S.A.C., may extend this Agreement beyond the original completion or termination date under the same terms and conditions (including a Revised Budget), however, such extension shall terminate whenever a new Agreement between the City and Contractor takes effect or six (6) months after the original completion or termination date, whichever is later.

Article 5.

Compensation.

5.01 Basis Of Payment And Funding.

A. Maximum Compensation. The Maximum Compensation that the Contractor may be paid under this Agreement is Two Hundred Eighty-seven Thousand Five Hundred Dollars ($287,500.00) or the amount of the Service Tax Funds actually collected for tax year 1994, whichever is less ("Maximum Compensation"). The City Comptroller will transfer the levied and collected Service Tax Funds as received and revised to the Contractor either as reimbursement for Services already performed, or as an advance for Services to be performed.

B. The Contractor may reimburse its Subcontractors for Services satisfactorily performed pursuant to the Budget required under this Agreement.

5.02 Budget For Services.

The Contractor in conjunction with the S.S.A.C., shall prepare the Budget attached hereto as (Sub)Exhibit 2 and incorporated by reference as if fully set forth herein covering each of the Services described in the Scope of Services. The S.S.A.C. reserves the right to transfer funds between and/or among line items or make Budget revisions which do not affect the Maximum Compensation as set forth in the Budget. The S.S.A.C. shall supplement or revise the Budget if any part of Contractor's Services is terminated under the Agreement.

5.03 Method Of Payment.

A. Account. The Contractor shall establish a separate checking account ("Account") in a bank authorized to do business in the State of Illinois and is a member of or insured by the Federal Deposit Insurance Corporation. All Service Tax Funds that the Comptroller transfers to the Contractor shall initially be deposited in the Account and disbursements from the Account shall be pursuant to this Agreement. The Contractor shall provide to the S.S.A.C. the signature card and sample check from the bank which shows the respective signature(s) of the authorized representative(s) of the Contractor. The City reserves the right to audit the Account and the Contractor shall refund to the City for the benefit of Special Service Area No. 11 any and all expenditures from the Account which are not expended pursuant to the Budget. The name and address of the bank is Chicago City Bank & Trust Co. and the wire transfer and the Account number is 419-273-8.

B. Remaining Funds. Any and all funds remaining in the Account at the end or termination of the Agreement and any and all interest earned on the Account belong to the City for the benefit of Special Service Area No. 11.

5.04 Funding.

The source of funds for payments under this Agreement and limitations on the amount thereof shall be equal to the amount of the Service Tax Funds actually collected by the City. The Fund Number is 179.

5.05 Non-appropriation.

The City shall not be obligated to pay any amount beyond the Maximum Compensation set forth in Section 5.01(A).

Article 6.

Disputes.

Except as otherwise provided in this Agreement, the Contractor shall and the S.S.A.C. may bring any dispute concerning a question of fact arising under this Agreement which is not disposed of to the Purchasing Agent for decision based upon written submissions of the parties. The Purchasing Agent shall reduce his decision in writing and mail or otherwise furnish a copy of it to the Contractor and the S.S.A.C.. The decision of the Purchasing Agent shall be final and binding.

Article 7.

Special Conditions.

7.01 Warranties And Representations.

In connection with the execution of this Agreement, Contractor warrants and represents:

A. By signing this Agreement that it is financially solvent; that it and each of its employees, agents, Subcontractors of any tier are competent to perform the Services required under this Agreement; and that the Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein.

B. That no officer, agent or employee of the City or the S.S.A.C. is employed by the Contractor or has a direct financial interest in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by the Board of Ethics established pursuant to the Municipal Code of Chicago (Chapter 2-156).

C. That the Contractor shall not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of its Services.

D. That the Contractor and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department to have, within five (5) years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City of Chicago.

E. That the Contractor has carefully examined and analyzed the provisions and requirements of this Agreement; that it understands the nature of the Services required.

F. That the Agreement is feasible of performance in accordance with all of its provisions and requirements and that the Contractor can and shall perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement.

G. That the Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of Section 2-92-320 of Chapter 2-92 of the Municipal Code of Chicago, and in connection therewith, and additionally in connection with the

Illinois Criminal Code, 720 ILCS 5/33E-1, et seq. (1989) as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 (1990 Supp.) the Contractor has executed a Contractor's Affidavit which is attached hereto as (Sub)Exhibit 3 and incorporated by reference as if fully set forth herein.

H. That the Contractor acknowledges that the S.S.A.C., in its selection of the Contractor to perform the Services hereunder, materially relied upon the Contractor's proposal and the Contractor's oral presentation; that the aforesaid information was accurate at the time it was made.

I. It shall be the duty of the Contractor and all Subcontractors, all officers, directors, agents, partners, and employees of the Contractor, or the Subcontractor to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All subcontracts shall inform Subcontractors of the provisions and require understanding and compliance herewith.

J. The City of Chicago, through the passage of the MacBride Principles Ordinance, seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if the primary Contractor conducts any business operations in Northern Ireland, it is hereby required that the Contractor shall make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland, as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

K. The Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination pursuant to Sections 7.01(A) and (B).

7.02 Joint And Several Liability.

In the event that Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking hereinstated to be fulfilled or performed by the Contractor shall

be the joint and several obligation or undertaking of each such individual or other legal entity.

7.03 Business Documents And Contractor's Affidavit.

The Contractor shall provide the S.S.A.C. with copies of its latest articles of incorporation, bylaws and resolutions, or partnership or joint venture agreement, as applicable, and evidence of its authority to do business in the State of Illinois. The Contractor shall provide the City with Contractor's Affidavit, a completed copy of which is attached hereto as (Sub)Exhibit 3 and incorporated by reference as if fully set forth herein. The Contractor shall further cause its Subcontractors or, if a partnership or joint venture, all members of the partnership or joint venture, to submit all such documents to the City.

7.04 Conflict Of Interest.

Pursuant to Chapter 156 of the Municipal Code of Chicago, no member of the governing body of the City or other units of government and no other officer, employee, S.S.A. Commissioners or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains, shall have any personal economic or financial interest direct or indirect in this Agreement except to the extent that such benefits are provided equally to all residents or business owners in the Area. Furthermore, no S.S.A. Commissioner or other City official, agent or employee shall be a Subcontractor, employee or shareholder of the Contractor or receive anything of value from the Contractor. The Contractor shall not employ family members of S.S.A. Commissioners, and S.S.A. Commissioner's family members shall not have any interest or receive anything of value from the Contractor which would be distinguishable from benefits enjoyed by all the residents or business owners in the S.S.A.. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors, presently have no financial interest and shall acquire no interest, direct or indirect, in the Services undertaken by Contractor pursuant to the Agreement which would conflict in any manner or degree with the performance of the Services hereunder. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. Contractor agrees that if the Purchasing Agent in his reasonable judgment, determines that any of Contractor's Services for others conflict with the Services Contractor is to render for the

City under this Agreement, Contractor shall terminate such other services immediately upon request of the City.

7.05 Nonliability Of Public Officials.

No official, employee or agent of the City shall be charged personally by the Contractor, or by any assignee or S.S.A. Commissioner or Subcontractor of the Contractor, with any liability or expenses of defense or be held personally liable to them under any term or provision of this Agreement, or because of the City's execution or attempted execution, or because of any breach hereof.

7.06 Independent Contractor.

The Contractor shall perform under this Agreement as an independent contractor to the City and the S.S.A.C. and not as a representative, employee, agent, or partner of the City and the S.S.A.C..

Article 8.

Events Of Default, Remedies, Termination, Right To Offset, Suspension.

8.01 Events Of Default Defined.

The following shall constitute events of default:

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by the Contractor to the S.S.A.C..

B. The Contractor's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:

1. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services due to reasons or circumstances within the Contractor's reasonable control;

2. Failure to perform the Services in a manner satisfactory to the S.S.A.C., or inability to perform the Services

satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

3. Failure to promptly re-perform within a reasonable time the Services that were rejected as erroneous or unsatisfactory;

4. Discontinuance of the Services for reasons not beyond the Contractor's reasonable control;

5. Failure to comply with a material term of this Agreement; and

6. Any other acts specifically and expressly stated in this Agreement as constituting an event of default.

C. Any change in ownership or control of the Contractor without the prior written approval of the S.S.A.C., which shall not be unreasonably withheld.

D. The Contractor's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. The Contractor acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

8.02 Remedies.

The occurrence of any event of default which the Contractor has failed to cure within thirty (30) calendar days after receipt of notice given in accordance with the terms of this Agreement and specifying the event of default or which, if such event of default cannot be reasonably cured within thirty (30) calendar days after notice, the Contractor has failed, in the sole opinion of the S.S.A.C., to commence and continue diligent efforts to cure, may, at the sole option of the S.S.A.C., permit the City to declare the Contractor in default. Whether to declare Contractor in default is within the sole discretion of the S.S.A.C. and neither that decision nor the factual basis for it is subject to review or challenge. Written notification of the default, and any intention of the S.S.A.C. to terminate the Agreement, shall be provided to the Contractor and such decision shall be final and effective upon the Contractor's receipt, as defined herein, of such notice. Upon the giving of such notice as provided herein, the Contractor must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the S.S.A.C.. At such time the City may invoke any remedy available to it in law or in equity.

A. The right to take over and complete the Services or any part thereof as agent for and at the cost of Contractor, either directly or through others. Contractor shall have, in such event, the right to offset from such cost the amount it would have cost the City under the terms and conditions of this Agreement, had Contractor completed the Services.

B. The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the S.S.A.C./City.

C. The right of specific performance, an injunction or any other appropriate equitable remedy.

D. The right to money damages.

E. The right to withhold all or any part of Contractor's compensation hereunder.

F. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

If the S.S.A.C. considers it to be in its best interests, it may elect not to declare a default or to terminate the Agreement hereunder. The parties acknowledge that this provision is solely for the benefit of the S.S.A.C. and that if the S.S.A.C. permits the Contractor to continue to provide the Services despite one or more events of default, the Contractor shall in no way be relieved of any of its responsibilities, duties or obligations under this Agreement nor shall the City waive or relinquish any of its rights.

8.03 Right To Offset.

The City reserves its rights under Section 2-92-380 of the Municipal Code of Chicago. The Commissioner shall consult with the S.S.A.C. before exercising such rights.

8.04 Termination For Convenience.

In addition to termination pursuant to Sections 8.01 and 8.02 hereof, the S.S.A.C. may terminate this Agreement, all or any portion of the Services to be performed under it, at any time by a notice in writing from the S.S.A.C. to the Contractor when the Agreement may be deemed to be no longer in the best interests of the S.S.AC.. If the S.S.A.C. elects to terminate the Agreement in full, all Services to be provided hereunder shall cease and all materials as may have been accumulated in performing this Agreement,

whether completed or in the process, shall be delivered to the S.S.A.C. effective ten (10) days after the date of receipt of the notice in accordance with Article 9 of this Agreement if no date is given or upon the effective date stated in the notice.

If the S.S.A.C.'s election to terminate this Agreement for default pursuant to Sections 8.01 and 8.02 hereof is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination shall be deemed to be a termination for convenience pursuant to this Section 8.04.

8.05 Suspension.

The S.S.A.C. may at any time request in writing that Contractor suspend its Services, or any part thereof, by giving fifteen (15) days prior written notice to the Contractor or upon no notice in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. Any additional costs or expenses actually incurred by the Contractor as a result of recommencing the Services shall be treated in accordance with the compensation provisions under Section 5 of this Agreement.

8.06 No Damages For Delay.

The Contractor agrees that it, its members, if a partnership or joint venture and its subcontractors shall make no claims against the City or S.S.A. Commissioners for damages, charges, additional costs or hourly fees for costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement.

Article 9.

General Conditions.

9.01 Entire Agreement.

This Agreement, and the (sub)exhibits attached hereto and incorporated hereby, shall constitute the entire Agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein and therein.

9.02 Counterparts.

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

9.03 Amendments.

No changes, amendments, modifications, or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and by the S.S.A.C., or their respective successors and assigns. The City shall incur no liability for Revised Services without a written amendment to this Agreement pursuant to this Section.

Whenever in this Agreement the Contractor is required to obtain prior written approval, the effect of any approval which may be granted pursuant to Contractor's request shall be prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event may approval apply retroactively to a date before the approval was requested.

9.04 Compliance With All Laws.

The Contractor shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of the Agreement. Provision(s) required by laws, ordinances, rules, regulations, or executive orders to be inserted shall be deemed inserted whether or not they appear in this Agreement or, upon application by either party, this Agreement shall forthwith be amended to literally make such insertion; however, in no event shall the failure to insert such provision(s) prevent the enforcement of this Agreement.

9.05 Compliance With A.D.A. And Other Accessibility Laws.

Contractor warrants that all Services and programs produced under this Agreement shall comply with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to the following: Americans With Disabilities Act of 1990, 42 U.S.C. §12101, et seq. and Rehabilitation Act of 1973, 29 U.S.C., Sections 793 -- 794 (1988). In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility.

9.06 Governing Law.

This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. The Contractor hereby irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement.

9.07 Severability.

If any provisions of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

9.08 Interpretation.

Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any (sub)exhibit or document shall be deemed to include all supplements and/or amendments to any such (sub)exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

9.09 Assigns.

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

9.10 Cooperation.

Contractor agrees at all times to cooperate fully with the S.S.A.C./City and to act in the S.S.A.C.'s best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, the Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of the Services during any transition period and shall otherwise comply with the reasonable requests and requirements of the S.S.A.C. in connection with the termination or expiration.

9.11 Miscellaneous Provisions.

Whenever under this Agreement the S.S.A.C. by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to either the City's or the Contractor's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of the Agreement regardless of the number of times the S.S.A.C. may have waived the performance, requirement or condition.

Article 10.

Notices.

Notices provided for herein, unless expressly provided for otherwise in this Agreement, shall be in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If To The City:

Greater Englewood Special Service Area
Number 11
6426 South Halsted Street
Chicago, Illinois 60621
Attention: Chairperson

Department of Planning and Development
City Hall, Room 1000
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Finance Division

With Copies To:

Department of Law
City Hall, Room 511
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Corporation Counsel

If To The Contractor:

Englewood Business Men's Association
6426 South Halsted Street
Chicago, Illinois 60621
Attention: President

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this Section 10. Notices delivered by mail shall be deemed received three (3) days after mailing in accordance with this Article. Notices delivered personally shall be deemed effective upon receipt.

Article 11.

Authority.

11.01 City Authority.

This Agreement is entered into pursuant to the City Council ordinance enacted on _____, 1994 by virtue of the home rule authority conferred on the City under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois or in accordance with the Municipal Purchasing Act for cities of 500,000 or more population, as contained in the Illinois Municipal Code, 65 ILCS 5/8-12-1, et seq., as amended, and with the Chicago Municipal Code, as amended.

11.02 Contractor's Authority.

Execution of this Agreement by the Contractor is authorized by a resolution of its Board of Directors, if a corporation, and the signature(s) of each person signing on behalf of the Contractor have been made with complete and full authority to commit the Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained herein, including without limitation such representations, certifications and warranties collectively attached hereto and incorporated by reference herein.

In Witness Whereof, The City and Contractor have executed this Agreement on the _____ day of _____, 1994 at Chicago, Illinois.

Recommended By:

_____
Chairperson, Special Services
Area Commission

City of Chicago

By: _____
Commissioner, Department of
Planning and Development

Approved As To Form And Legality:

_____
Assistant Corporation Counsel

Englewood Business Men's
Association

By: _____

Its: _____

Attested By: _____

Its: _____

Subscribed and sworn to before me
this ____ day of _____, 19__.

_____
Notary Public

My commission expires: _____.

(Sub)Exhibits 1, 2, 3, 4 and 5 referred to in this Service Provider Contract read as follows:

(Sub)Exhibit 1.
(To Service Provider Contract)

Scope Of Services.

Sole Service Provider Proposal.

With the understanding that the S.S.A. Commission recommends the S.S.A. programming and Scope of Services, the following is a general outline:

Scope Of Services.

Administrative:

1. Convene board meetings on a regular basis. Prepare and submit board meeting reports, sign-in sheets, etc..

2. Interact with aldermen, police, City departments, et al. concerning needs of the Special Service Area. Submit correspondence or reports on a monthly basis.

3. Provide quarterly reports to D.P.D., S.S.A. Commission, etc. as called for by City (i.e., newsletter).

4. Hire subcontractors as necessary to maintain the essential requirements of the area and as provided for in budget.

a) Canopies.

Cleaning of gutters and downspouts.

Relamping, cleaning and replacement of fixtures.

Repair.

b) Sidewalks/parking lots.

Recommend supplementing City Services by subcontracting for snow removal of lots during winter months.

Hire temporary or part-time help for general mall maintenance such as removal of flyers; signs from light poles, salting and shoveling of sidewalks in designated areas.

Implement beautification program, painting, benches, etc..

c) Security company as recommended by the S.S.A.C..

d) Installation of Christmas decorations, banners, etc..

5. Administer daily activities of S.S.A. which would include supervision of all subcontractors including security. Perform all secretarial functions as required. Maintain liaison with the City and adherence to contractual requirements of City (subject to S.S.A.C. and E.B.M.A.'s acceptance of proposed City contract).

Routine inspection of area to determine physical conditions; potholes, sidewalks, lighting, etc..

Obtain all appropriate insurance as determined by Risk Management for S.S.A. programs.

6. Fiscal Controls.

a) Establish a separate bank account for deposit of taxes.

b) Disburse payments in a timely manner.

c) All checks issued will require two signatures, one of which is to be S.S.A. Chairman.

d) Ensure that a categorized cash flow ledger documenting income and expenses is maintained.

e) Contract accounting firm for audited financial statement at end of fiscal year.

7. Coordinate all promotional activities for Mall, marketing materials for promotional activities.

Develop a marketing packet for service area to include such items as map of area, historical information, local institutions, etc..

8. Personnel.

The E.B.M.A. proposes to add an additional staff person to assist the Executive Director to ensure that existing E.B.M.A. activities as well as those of Sole Service Provider are handled to the satisfaction of all concerned.

(Sub)Exhibit 2.
(To Service Provider Contract)

Department Of Planning And Development Proposed Special Service Area Budget.

Special Service Area Name and Number: Greater Englewood Special Service Area Number 11.

Chairman, Special Service Area: Dallas H. Himm Telephone: (312) 873-8800

Sole Service Provider: Englewood Business Men's Association

Program Manager: Audrey Drew Telephone: (312) 873-6000

Budget Period: From: January 1, 1995 To: December 31, 1995

Item	Budget Year 1995
Accounting	$ 0.00
Administrative Services	0.00
Advertising/Promotion	36,000.00
Auditing	5,000.00
Cleaning of Area	0.00
Consultants Services	0.00
Development Programs	0.00
Equipment	2,000.00
Equipment Maintenance	500.00
Employees' Benefits	0.00
Insurance	3,000.00
Interest Expenses	0.00
Legal Fees	4,000.00
License Fees	0.00
Maintenance	2,000.00
Management Fees	32,200.00
Office Equipment	1,000.00
Office Expenses	1,000.00
Office Rent	9,600.00
Postage	200.00
Printing/Publications	3,000.00
Professional Services	0.00
Salaries	0.00

Item	Budget Year 1995
Security Services	$ 92,000.00
Snow Plowing	6,000.00
Street Maintenance/Beautification	13,000.00
Subscriptions/Dues	0.00
Supplies	1,500.00
Telephone	500.00
Training and Workshops	0.00
Transportation	0.00
Travel	200.00
Utilities	3,000.00
Other	0.00
Miscellaneous	0.00
Contingency Fund (5% of budget)	42,000.00
Canopy Cleaning	5,000.00
Canopy Electric	16,500.00
Canopy Relamping	5,000.00
Outdoor Toilets	3,300.00
TOTAL:	$287,500.00

Estimated Tax Levy: $287,500.00

S.S.A. Number 11

This Budget is approved by the S.S.A. Chairman: (Signed) Dallas H. Himm
Signature

Dallas H. Himm, Chairman
Special Service Area No. 11
(Type) S.S.A. Chairman

September 16, 1994
Date

Approval by the Department of Planning and Development:

Signature

(Type)

Date

(Sub)Exhibit 3.
(To Service Provider Contract)

Contractor's Affidavit.

Specification Number:

Bidder/Proposer Name: Englewood Business Men's Association

Bidder/Proposer Address: 6426 South Halsted Street
Chicago, Illinois 60621

Federal Employer I.D. Number: 36-6111495

or Social Security Number: _____

Instructions: For Use With A Contract Funded In Whole By City Or State Funds. Every Contractor submitting a bid/proposal to the City of Chicago must complete this Contractor's Affidavit. Special attention should be paid to Sections I (pages 1 to 4), II (page 4), III C (page 6), and IV (page 8), which require the Contractor to provide certain information to the City. The Contractor should complete this Contractor's Affidavit by signing Section V (page 8). Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Contractor's Affidavit. In the event that the Contractor is unable to certify to any of the statements contained herein, Contractor must contact the Department of Purchases, Contracts and Supplies for the City of Chicago and provide a detailed factual explanation of the circumstances leading to the Contractor's inability to so certify.

The undersigned Jeffery Kernis (Name), as President (Title)

and on behalf of Englewood Business Men's Association (Business Name) ("Contractor")

having been duly sworn under oath certifies that:

I.

Disclosure Of Ownership Interests.

Pursuant to Chapter 2-154 of the Municipal Code of Chicago, all bidders/proposers shall provide the following information with their bid/proposal. If the question is not applicable, answer with "NA". If the answer is none, please answer "None".

Bidder/Proposer is a: (Check One)

[ ] Corporation [ ] Sole Proprietor

[ ] Partnership [x] Not-for-Profit Corporation

[ ] Joint Venture [ ] Other

Section 1.

For Profit Corporations.

a. Incorporated in the State of _____

b. Authorized to do business in the State of Illinois: Yes [ ] No [ ]

c. Names of all officers of corporation (or attach list): Names of all directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

d. If the corporation has fewer than 100 shareholders, indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

e. Is the corporation owned partially or completely by one or more other corporations? Yes[ ] No[ ]

If "Yes" provide the above information, as applicable, for each of said corporations.

f. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of 10% of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

Note: Generally, with corporations having 100 or more shareholders where no shareholder owns 10% of the shares, the requirements of this Section 1 would be satisfied by the bidder/proposer enclosing, with his bid/proposal, a copy of the corporation's latest published annual report and/or Form 10-K if the information is contained therein.

Section 2.

Partnerships.

If the bidder/proposer is a partnership, indicate the name of each partner and the percentage of interest of each therein:

Names Of Partners (Print or Type)	Percentage Interest
_____	_____%

Names Of Partners (Print or Type)	Percentage Interest
_____	_____%
_____	_____%
_____	_____%

Section 3.

Sole Proprietorships.

a. The bidder/proposer is a sole proprietor and is not acting in any representative capacity in behalf of any beneficiary:

Yes [ ] No [ ] If "No", complete items b and c of this Section 3.

b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee hold such interest:

Name(s) Of Principal(s) (Print or Type)

_____

_____

_____

_____

c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may be exercised:

_____

_____

Section 4.

Land Trusts, Business Trusts, Estates And Other Entities.

If the bidder/proposer is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

_____

_____

Section 5.

Not-For-Profit Corporations.

a. Incorporated in the State of _____

b. Authorized to do business in the State of Illinois: Yes [ ] No [ ]

c. Names of all officers of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)
(See Attached List)	

Names of all directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)
(See Attached List)	

Note: Pursuant to Chapter 2-154, Section 2-154-030 of the Municipal Code of Chicago, the Corporation Counsel may require any such additional information from any entity to achieve full disclosure relevant to the contract. Further, pursuant to Chapter 2-154, Section 2-154-020, any material change in the information required above must be provided

by supplementing this statement at any time up to the time the Purchasing Agent takes action on the contract.

II.

Affidavit Of Local Business.

"Local Business" means a business located within the corporate limits of the City of Chicago, which has the majority of its regular, full-time work force located within the City, and which is subject to City taxes.

Joint Ventures: For purposes of establishing a firm's eligibility for two percent (2%) local business preference (if allowed by the specification), each partner must complete a separate affidavit. A Joint Venture is a "Local Business" only if at least fifty percent (50%) interest in the venture is held by "Local Businesses".

1) Is bidder/proposer a "Local Business" as defined above?

Yes: _____ No: _____

2) How many persons are currently employed by bidder/proposer?____

3) Does bidder/proposer have business locations outside of City of Chicago? Yes: _____ No: _____

If "Yes", list such bidder/proposer business addresses:

_____

_____

_____

(Attach Additional Sheets if Necessary)

4) How many of bidder/proposer's current employees work at City of Chicago locations?_____

5) Is bidder/proposer subject to City of Chicago taxes (including the Head Tax)? Yes: _____ No: _____

III

Contractor Certification.

A. Contractor.

1. The Contractor or any Subcontractor to be used in the performance of this contract, or any affiliated entity[1] of the Contractor or any such subcontractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such Subcontractor or any such affiliated entity[1], acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three (3) years prior to the date of execution of this Certification, or if a Subcontractor or Subcontractor's affiliated entity[1] during a period of three (3) years prior to the date of award of the subcontract:

   a. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or

   b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

   c. Made an admission of guilt of such conduct described in 1 (a) and (b) above which is a matter of record but has not been prosecuted for such conduct.

2. The Contractor or any agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging[3] in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging[3] during a period of five (5) years prior to the date of submittal of this bid, proposal or response[2].

3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state

or local government as a result of engaging in or being convicted of bid-rotating[4] in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4) or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating[4].

4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago entitled "Office of Inspector General" and all provisions of Chapter 2-156 of the Municipal Code of Chicago entitled "Governmental Ethics".

B. Subcontractor.

1. The Contractor has obtained from all Subcontractors to be used in the performance of this contract, known by the Contractor at this time, certifications in form and substance equal to Section I of this Certification. Based on such certification(s) and any other information known or obtained by the Contractor, the Contractor is not aware of any such Subcontractor, Subcontractor's affiliated entity[1], or any agent, partner, employee or officer of such Subcontractor or Subcontractor's affiliated entity[1] having engaged in or been convicted of: (a) any of the conduct described in Section III A (1) (a) or (b) of this Certification, (b) bid-rigging[3], bid-rotating[4], or any similar offense of any state or the United States which contains the same elements as bid-rigging and bid-rotating, or having made an admission of guilt of the conduct described in Section III A (1) (a) or (b) which is a matter of record but has/have not been prosecuted for such conduct.

2. The Contractor will, prior to using them as Subcontractors, obtain from all Subcontractors to be used in the performance of this contract, but not yet known by the Contractor at this time, certifications in form and substance equal to this Certification. The Contractor shall not, without the prior written permission of the City, use any of such Subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, becomes aware of such Subcontractor, Subcontractor's affiliated entity[1] or any agent, employee or officer of such Subcontractor or Subcontractor's affiliated entity[1] having engaged in or been convicted of: (a) any of the conduct described in Section III A (1) (a) or (b) of this Certification; or (b) of bid-rigging[3], bid-rotating[4] or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section III A (1) (a) or (b) which is a matter of record but has/have not been prosecuted for such conduct.

3. The Contractor will maintain on file for the duration of the contract all certifications required by Section III B (1) and (2) above, for all Subcontractors to be used in the performance of this contract and will make such certifications promptly available to the City of Chicago upon request.

4. The Contractor will not, without the prior written consent of the City, use as Subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification in form and substance equal to this Certification.

5. The Contractor hereby agrees, if the City so demands, to terminate its subcontract with any Subcontractor, if such Contractor or Subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract under Chapter 2-92, Section 2-92-320 of the Chicago Municipal Code, or if applicable, under Section 33-E of Article 33 of the State of Illinois Criminal Code of 1961, as amended. Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontracts as required by this Certification.

C. State Tax Delinquencies.

In completing this Section III C, authorized signatory must initial on the line next to the appropriate subsection.

1. J.K. Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

2. _____ Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.

3. _____ Contractor is delinquent in the payment of any tax administered by the Department of Revenue and is not covered under any of the situations described in Subsections 1 and 2 of this Section III C above[5].

D. Certification Regarding Suspension And Disbarment.

1. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Paragraph D (1) (a) above; and

d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

2. If the Contractor is unable to certify to any of the statements in this Certification, Contractor shall attach an explanation to this Certification.

3. If any subcontractors are to be used in the performance of this Agreement, Contractor shall cause such subcontractors to certify as to Paragraph D (1) of this Certification. In the event that any subcontractor is unable to certify to any of the statements in this Certification, such subcontractor shall attach an explanation to this Certification.

E. Anti-Collusion.

The Contractor, its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal. Failure to submit this statement as part of the bid proposal will make the bid nonresponsive and not eligible for award consideration.

F. Punishment.

A Contractor who makes a false statement, material to Section III A (2) of this Certification commits a Class 3 felony, 720 ILCS 5/33E-11(B). Making a false statement concerning Section III of this Certification is a Class A misdemeanor, voids the contract and allows the municipality to recover all amounts paid to the contract under the contract in a civil action, 65 ILCS 5/11-42.1-1.

Notes 1 -- 5 For Section III, Contractor Certification.

1. In accordance with Chapter 2-92, Section 2-92-320 of the Municipal Code of Chicago, the Contractor or a subcontractor shall be chargeable with the conduct of an affiliated entity. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity under Chapter 2-92, Section 2-92-320 of the Chicago Municipal Code, using substantially the same management, ownership or principals as the ineligible entity.

2. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, or any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty, or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in Paragraph (2) of Subsection (a) of Section 5-4 of the State of Illinois Criminal Code.

3. For purposes of Section III A of this Certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted, 720 ILCS 5/33E-3.

4. For purposes of Section III A of this Certification, a person commits the offense of and engages in bid-rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least three (3) contract bids within a period of ten (10) years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bid rotates, or is distributed among persons or business entities which submit bids on a substantial number of the same contracts, 720 ILCS 5/33E-4.

5. 65 ILCS 5/11-42.1-1 of the Illinois Compiled Statutes provides that a municipality may not enter into a contract or agreement with an individual or other entity that is delinquent in the payment of any tax administered by the Illinois Department of Revenue unless the contracting party is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or the amount of the tax or unless the contracting party has entered into an agreement to pay the tax and is in compliance with the Agreement. Notwithstanding the above, the municipality may enter into the contract if the contracting authority for the municipality determines that:

(1) the Contract is for goods or services vital to the public health, safety, or welfare; and

(2) the municipality is unable to acquire the goods or services at a comparable price and of comparable quality from other sources.

IV.

Incorporation Into Contract And Compliance.

The above certifications shall become part of any contract awarded to the Contractor set forth on page 1 of this Contractor's Affidavit. Further, Contractor shall comply with these certifications during the term of the Contract.

V.

Verification.

Under penalty of perjury, I certify that I am authorized to execute this Contractor's Affidavit on behalf of the Contractor set forth on page 1, that I

have personal knowledge of all the certifications made herein and that the same are true.

(Signed) Jeffery Kernis
Signature of Authorized Officer

Jeffery Kernis
Name of Authorized Officer
(Print or Type)

President
Title

(312) 873-6000
Telephone Number

State of Illinois

County of Cook

Signed and sworn to before me this 22nd day of August, 19 94, by Jeffery Kernis (Name) as President (Title) of Englewood Business Men's Association (Contractor).

(Signed) Thomas W. Brinnehl
Notary Public Signature

[Official Seal]
Thomas W. Brinnehl
Notary Public, State of Illinois
My commission expires June 14, 1995.

List of Officers and Directors of Englewood Business Men's Association referred to in this Contractor's Affidavit reads as follows:

Englewood Business Men's Association.

Governing Board Of Directors.

Elected/Appointed Officer's Name	Position Held	Home Address And Phone	Race	Gender
1. Jeffery Kernis	President	(On File)	White	Male
2. Tony Kim	Vice President	(On File)	Asian	Male
3. Han Suk Suh	Secretary	(On File)	Asian	Male
4. Joseph Miles	Treasurer	(On File)	Black	Male

Listing Of Elected Directors.

Director's Name	Race	Gender
Dallas H. Himm	White	Male
Donald Hall	Black	Male
Barbara Ford	White	Female
Koun Lee	Asian	Male
Charles A. Davis	Black	Male
Charles Janek	White	Male
Lou Fonseca	Hispanic	Male
James So	Asian	Male
Shirley Coleman	Black	Female
Kwang S. Lee	Asian	Male
Cecil Davis	Black	Male

(Sub)Exhibit 4.
(To Service Provider Contract)

Security Firm(s) Insurance Provisions.

Contract Insurance Requirements.

The Security Firm shall procure and maintain at all times, at Security Firm's own expense, for services to be provided by this Contract, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this Contract, whether performed by the Security Firm or by Subcontractors.

The kinds and amounts of insurance required are as follows:

1) Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are to provide a service under this Contract. Employer's liability coverage with limits of not less than $500,000 each accident or illness shall be included.

2) Commercial Liability Insurance (Primary and Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than $2,000,000 per occurrence, combined single limit, for bodily injury, personal injury including civil rights violations, and property damage liability. Products/completed operations, independent contractors, broad form property damage and contractual liability coverage are to be included. The City of Chicago and the S.S.A. are to be named as additional insured, without recourse or right of contribution for any liability arising out of the services to be provided.

3) Automobile Liability Insurance.

When any motor vehicles are used in connection with work to be performed, the Security Firm shall provide Automobile Liability Insurance with limits of not less than $2,000,000 per occurrence, combined single limit, for bodily injury and property damage. Coverage extension to include high speed chase. The City of Chicago and S.S.A. are to be named as additional insured.

4) Police Professional Liability Insurance.

Police Professional Liability Insurance coverage with limits of $1,000,000 per occurrence, combined single limit, for bodily injury, property damage and personal injury are to be included. Coverage extension shall include civil rights violations.

The Contractor will furnish the S.S.A. and the City of Chicago, Department of Planning and Development, Neighborhood Services Division, Suite 2800, 20 North Clark Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverage to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverage has an expiration or renewal date occurring during the term of this Contract. The Security Firm shall submit evidence of insurance on the City of Chicago Insurance Certificate of Coverage form (copy attached) prior to contract award. The failure of the City or the S.S.A. to obtain such evidence from the Security Firm before permitting Security Firm to commence work shall not be deemed to be a waiver by the City, and the Security Firm shall remain under continuing obligation to maintain the insurance coverage.

The insurance hereinbefore specified shall be carried until all Services required to be performed under the terms of the Contract is satisfactorily completed. Failure to carry or keep such insurance in force may constitute a violation of the Contract, and the S.S.A. maintains the right to terminate Contract until proper evidence of insurance is provided.

The insurance shall provide for thirty (30) days prior written notice to be given to the S.S.A. and the City in the event coverage is substantially changed, canceled, or non-renewed.

The Security Firm shall require all Subcontractors to carry the insurance required herein, or Contractor may provide the coverage for any or all Subcontractors, and, if so, the evidence of insurance submitted shall so stipulate.

Any and all deductibles on referenced insurance coverage shall be borne by Security Firm.

Security Firm expressly understands and agrees that any insurance coverage and limits furnished by Security Firm shall in no way limit the Security Firm's liabilities and responsibilities specified within the contract documents or by law.

The Security Firm and each Subcontractor agree that insurers shall waive their rights of subrogation against the S.S.A. and the City of Chicago.

The Security Firm expressly understands and agrees that any insurance maintained by the S.S.A. shall apply in excess of and not contribute with insurance provided by the Security Firm under the Contract.

If Security Firm, or its Subcontractors desire additional coverage, higher limits of liability, or other modifications for its own protection, the Security Firm and each of its Subcontractors shall be responsible for the acquisition and cost of such additional protection.

The City maintains the right to modify, delete, alter or change these requirements.

[City of Chicago Insurance Certificate of Coverage form referred to in these Security Firm(s) Insurance Provisions/Contract Insurance Requirements printed on page 63277 of this Journal.]

(Sub)Exhibit 5.
(To Service Provider Contract)

Special Service Area Subcontractor's Or Subconsultant's Insurance Provisions.

Contract Insurance Requirements.

Subcontractor or Consultant shall procure and maintain at all times, at their own expense, during the term of this Agreement, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all services under this Agreement, whether performed by the Consultant or by Subcontractors.

The kinds and amounts of insurance required are as follows:

1) Workers' Compensation And Occupational Disease Insurance.

Workers' Compensation and Occupational Disease Insurance, in statutory amounts, covering all employees who are to provide a service under this Agreement. Employer's liability coverage with limits of not less than $100,000 each accident or illness shall be included.

2) Commercial Liability Insurance (Primary and Umbrella).

Commercial Liability Insurance or equivalent with limits of not less than $1,000,000 per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Products/completed operations, broad form property damage and contractual liability coverage are to be included. The City of Chicago and the S.S.A. are to be named as additional insureds, without recourse or right of contribution for any liability arising out of the services to be performed.

3) Automobile Liability Insurance.

When any motor vehicles are used in connection with work to be performed, the Subcontractor or Consultant shall provide Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence, combined single limit, for bodily injury and property damage. The City of Chicago and S.S.A. are to be named as additional insureds.

4) Professional Liability Insurance.

When any architects, engineers, accountants, or consulting firms perform services in connection with this contract, Professional Liability Insurance shall be maintained with limits of $500,000. The policy shall have an extended reporting period of two years. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the contract.

The Subcontractor or Consultant will furnish the S.S.A. and the City of Chicago, Department of Planning and Development, Neighborhood Services Division, Suite 2800, 20 North Clark Street, Chicago, Illinois 60602, original Certificates of Insurance evidencing the required coverages to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Subcontractor or Consultant shall submit evidence of insurance on the City of Chicago Insurance Certificate of Coverage form (copy attached) prior to contract award. The failure of the City or the S.S.A. to obtain such evidence from Subcontractor or Consultant before permitting Subcontractor or Consultant to commence work shall not be deemed to be a waiver by the City, and the Subcontractor or Consultant shall remain under continuing obligation to maintain the insurance coverage.

The insurance specified above shall be carried until all Services required to be performed under the terms of the Agreement are satisfactorily completed. Failure to carry or keep such insurance in force shall constitute a default under this Agreement, and the S.S.A. maintains the right to terminate Contract until proper evidence of insurance is provided.

The insurance shall provide for thirty (30) days prior written notice to be given to the S.S.A. and the City in the event coverage is substantially changed, canceled, or non-renewed.

The Subcontractor or Consultant shall require all subcontractors to carry the insurance required herein, or Subcontractor/Consultant may provide the coverage for any or all subcontractors, and, if so, the evidence of insurance submitted shall so stipulate.

Any and all deductibles on referenced insurance coverage shall be borne by Subcontractor or Consultant.

Subcontractor or Consultant expressly understands and agrees that any insurance coverage and limits furnished by Subcontractor or Consultant shall in no way limit the Subcontractor's or Consultant's liabilities and responsibilities specified within the agreement documents or by law.

The Subcontractor or Consultant and each Subcontractor agree that insurers shall waive their rights of subrogation against the S.S.A. and the City of Chicago.

The Subcontractor or Consultant expressly understands and agrees that any insurance maintained by the S.S.A. shall apply in excess of and not contribute with insurance provided by the Subcontractor or Consultant under the Agreement.

If Subcontractor or Consultant, or its Subcontractors desire additional coverage, higher limits of liability, or other modifications for its own protection, the Subcontractor or Consultant and each of its Subcontractors, shall be responsible for the acquisition and cost of such additional protection.

The City maintains the right to modify, delete, alter or change these requirements.

[City of Chicago Insurance Certificate of Coverage form referred to in these Special Service Area Subcontractor's or Subconsultant's Insurance Provisions /Contract Insurance Requirements printed on page 63277 of this Journal.]

INSURANCE CERTIFICATE OF COVERAGE

Named Insured: _____ Specification #: _____

Address: _____ RFP #: _____
(NUMBER & STREET) Project #: _____

_____ Contract #: _____
(CITY) (STATE) (ZIP)

Description of Operation/Location	

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the City of Chicago. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the City of Chicago at the address shown on this Certificate. This certificate is issued to the City of Chicago in consideration of the contract entered into with the named insured, and it is mutually understood that the City of Chicago relies on this certificate as a basis for continuing such agreement with the named insured.

Type of Insurance	Insurer Name	Policy Number	Effective Date	Expiration Date	Limits of Liability All Limits in Thousands
General Liability ☐ Claims Made ☐ Occurrence ☐ Premise - Operations ☐ Explosion/Collapse Underground ☐ Products/Completed - Operations ☐ Blanket Contractual ☐ Broad Form Property Damage ☐ Independent Contractors ☐ Personal Injury ☐ Pollution					CSL Per Occurrence $ General Aggregate $ Products/Completed Operations Aggregate $
Automobile Liability (Any Auto)					CSL Per Occurrence $
☐ Excess Liability ☐ Umbrella Liability					Each Occurrence $
Workers' Compensation and Employer's Liability					Statutory/Illinois Employers Liability $
Builders' Risk/Course of Construction					Amount of Contract
Professional Liability					$
Owner Contractors Protective					$
Other					

a) Each insurance policy required by this agreement, excepting policies for workers' compensation and professional liability, will read: "The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago".

b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of interest (cross liability) applicable to the named insured and the City.

c) Workers Compensation and Property insurer shall waive all rights of subrogation against the City of Chicago.

d) The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the contract have been fully met, or that the insurance companies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice		
Certificate Holder/Additional Insured	Signature of Authorized Rep.	
City of Chicago *Dept. of Purchasing* *121 N. LaSalle, #403* *Chicago, IL 60602*	Agency/Company	
	Address	
	Telephone	

FOR CITY USE ONLY:

CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY AREA SHOWN ON MAP NUMBER 3-H.

On motion of Alderman Banks, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of November 16, 1994, page 61318, recommending that the City Council pass a proposed ordinance which amends the Chicago Zoning Ordinance by reclassifying a particular area shown on Map Number 3-H.

On motion of Alderman Banks, the said proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 45.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

Alderman Wojcik was excused from voting under the provisions of Rule 14 of the City Council's Rules of Order and Procedure.

The following is said ordinance as passed:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map No. 3-H in the area bounded by:

> West Division Street; North Hermitage Avenue; the alley next south of and parallel to West Division Street; the alley next east of and parallel to North Hermitage Avenue; a line 25 feet south of the alley next south of and parallel to West Division Street; North Hermitage Avenue (east side); a line 125 feet south of West Division Street; and a line 75 feet west of North Hermitage Avenue,

to those of a C1-2 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

CHICAGO ZONING ORDINANCE AMENDED TO RECLASSIFY PARTICULAR AREAS.

On motion of Alderman Banks, the City Council took up for consideration the report of the Committee on Zoning, deferred and published in the Journal of the Proceedings of November 16, 1994, pages 61316 through 61424, recommending that the City Council pass the said proposed ordinances which amend the Chicago Zoning Ordinance by reclassifying particular areas.

On motion of Alderman Banks, the said proposed ordinances were *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 46.

Nays -- None.

Alderman Beavers moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

Reclassification Of Area Shown On Map Number 1-F.
(As Amended)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-5 Restricted Manufacturing District symbols and indications as shown on Map No. 1-F in the area bounded by:

> the alley next north of and parallel to West Superior Street; North Franklin Street; West Superior Street; and a line 100 feet west of and parallel to North Franklin Street,

to those of a B7-5 General Central Business District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 2-K.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-2 Restricted Commercial District symbols and indications as shown on Map No. 2-K in the area bounded by:

> the public alley next north of and parallel to West Roosevelt Road; a line 225 feet west of and parallel to South Keeler Avenue; West Roosevelt Road; and South Kildare Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 3-H.
(As Amended)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 3-H in the area bounded by:

> a line 50 feet north of West Potomac Avenue; the alley next east of and parallel to North Bell Avenue; West Potomac Avenue; and North Bell Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 3-K.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-1 Restricted Commercial District symbols and indications as shown on Map No. 3-K in the area bounded by:

> the public alley next north of and parallel to West Grand Avenue; a line 164.4 feet west of and parallel to North Keeler Avenue (as measured along the north line of West Grand Avenue); West Grand Avenue; and a line 284.4 feet northwest of and parallel to North Keeler Avenue (as measured along the north line of West Grand Avenue),

to those of a C2-1 General Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 3-M.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-2 General Retail District symbols and indications as shown on Map No. 3-M in the area bounded by:

> the alley next north of and parallel to West Chicago Avenue; a line 425.14 feet east of and parallel to North Austin Boulevard; West Chicago Avenue; and a line 350.11 feet east of and parallel to North Austin Boulevard,

to those of a C2-2 General Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 4-E.
(As Amended)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing the designation of Residential-Business Planned Development No. 499 as shown on Map No. 4-E in the area bounded by:

that part of the land, property and space of the Illinois Central Railroad Company in Fractional Section 22, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows:

beginning on south line of East Roosevelt Road, as widened, at the intersection of said south line with the east line of South Michigan Avenue and running; thence east along said south line of West Roosevelt Road and along an eastward extension of said line, a distance of 919.02 feet to an intersection with the easterly right-of-way line of said railroad; thence south along said easterly right-of-way line a distance of 989.604 feet; thence continuing south along said easterly right-of-way line a distance of 550.575 feet; thence south continuing along said easterly right-of-way line a distance of 1,070.91 feet; thence west a distance of 86.641 feet; thence southwardly along the arc of a circle convex to the east with a radius of 2,448.29 feet a distance of 86.233 feet; thence south along a straight line, tangent to the last described arc of a circle, a distance of 436.277 feet; thence southwardly along the arc of a circle convex to the west with a radius of 1,343.75 feet, a distance of 278.822 feet; thence south along a straight line tangent to the last described arc of a circle a distance of 722.975 feet; thence southwardly along the arc of a circle convex to the east tangent to the last described straight line with a radius of 2,008.70 feet a distance of 160.333 feet; thence southwardly along the arc of a circle convex to the east with a radius of 915.13 feet, a distance of 46.85 feet to an intersection with a line which is 1,500.00 feet northerly from and parallel with the northerly line of the 23rd Street viaduct; thence west along said parallel line a distance of 208.28 feet to a point 210.14 feet easterly from the aforesaid westerly right-of-way line; thence north a distance of 49.95 feet; thence northwardly along the arc of a circle convex to the east tangent to the last described straight line and having a radius of 1,116.10 feet a distance of 129.93 feet; thence northwardly along the arc of a circle convex to the west having a common tangent with the last described arc of a circle and a radius of 886.39 feet a distance of 104.04 feet; thence north along a straight line tangent to the last described arc of a circle, a distance of 226.85 feet; thence west a distance of 28.00 feet; thence north a distance of 212.97 feet; thence northwardly 431.60 feet along the arc of a circle convex to the east, tangent to the last described straight line with a radius of 2,220.95 feet; thence northwestwardly along a

straight line tangent to the last described arc of a circle, a distance of 362.66 feet; thence northwardly along the arc of a circle convex to the west with a radius of 2,263.90 feet a distance of 294.90 feet to an intersection with the eastward extension of the south line of East 16th Street; thence east along said eastward extension, a distance of 20.63 feet; thence northwestwardly along the arc of a circle convex to the northeast, being 50.00 feet northeasterly from and concentric with the centerline of said railroad track and having a radius of 623.70 feet, a distance of 633.80 feet to a point on the east line of South Indiana Avenue (as said east line was established by ordinance of the City of Chicago passed on July 21, 1919, as amended, on January 14, 1920 and February 5, 1920); thence west along a line perpendicular to said east line established by ordinance, a distance of 34.00 feet to the original east line of South Indiana Avenue; thence north along said east line of South Indiana Avenue a distance of 1,149.67 feet to an intersection with the eastward extension of the south line of Lot 32 in Block 15 in Herrington's Addition to Chicago in the northwest fractional quarter aforesaid; thence west along said eastward extension along the south line of said Lot 32 and along the westward extension of said south line a distance of 258.80 feet to the east line of an alley (18 feet wide); thence north along the east line of said 18 foot wide alley a distance of 567.16 feet to the south line of East 13th Street; thence north a distance of 50.00 feet to the north line of East 13th Street; thence continuing north a distance of 332.93 feet to the northwest corner of Lot 32 in Seaman and Busby's Subdivision; thence west along a westward extension of the north line of said Lot 32, a distance of 2.70 feet to the southwest corner of Lot 13 in Johnston and Sexton's Subdivision; thence north along the west line of Lots 12 and 13 in said Johnston and Sexton's Subdivision, a distance of 54.28 feet to an intersection with the eastward extension of the south line of Lot 16 in Johnston and Sexton's Subdivision aforesaid; thence west along said eastward extension and along the south line of said Lot 16, a distance of 145.30 feet to the east line of South Michigan Avenue; thence north along the east line of South Michigan Avenue a distance of 138.34 feet to the point of beginning, in Cook County, Illinois,

excepting from the "Tract" hereinbefore described that part of the land, property, and space falling within the following described parcels:

Parcel D:

The land, property and space of said Illinois Central Railroad Company in Fractional Section 22 aforesaid, lying below a horizontal plane having an elevation of 28.10 feet above Chicago City Datum and lying within the boundaries projected vertically of that part of said land, property and space described as follows:

commencing on the north line of said Fractional Section 22, at a point which is 303.06 feet measured along said line, east from the west right-of-way line of said railroad and running; thence southeastwardly along a line which is 270.00 feet (measured perpendicularly) westerly from and parallel with the easterly right-of-way line of said railroad, a distance of 88.55 feet to an intersection with the eastward extension of the south line of East Roosevelt Road; thence east along said eastward extension 92.14 feet to the point of beginning for that part of said land property and space hereinafter described; thence south 16 degrees, 56 minutes, 46 seconds east 429.67 feet; thence southerly 517.08 feet along the arc of a circle convex to the east with a radius of 2,832.93 feet (the chord of said arc bearing south 11 degrees, 36 minutes, 38 seconds, east 516.36 feet); thence south 06 degrees, 22 minutes, 54 seconds, east 320.72 feet; thence southerly 150.73 feet along the arc of a circle convex to the east, with a radius of 1,400.69 feet (chord of said arc bearing south 03 degrees, 17 minutes, 56 seconds, east 150.65 feet); thence south 00 degrees, 13 minutes, 00 seconds, east 165.79 feet; thence southerly 141.79 feet along the arc of a circle convex to the west with a radius of 1,462.69 feet (the chord of said arc bearing south 02 degrees, 59 minutes, 22 seconds, east 141.74 feet) to an intersection with a line which is 500.00 feet south from and parallel with the eastward extension of the south line of East 14th Street; thence north 89 degrees, 58 minutes, 42 seconds, east along said parallel line a distance of 352.31 feet to an intersection with the aforesaid easterly right-of-way line of said railroad; thence northwestwardly along said easterly line a distance of 212.19 feet; thence northwardly continuing along said easterly line a distance of 550.57 feet; thence northwestwardly a distance of 909.604 feet to an intersection with the aforesaid eastward extension of the south line of East Roosevelt Road and; thence west along said eastward extension a distance of 189.13 feet to the point of beginning, in Cook County, Illinois.

Parcel E:

The land, property and space of said Illinois Central Railroad Company in Fractional Section 22 aforesaid, lying below a horizontal plane having an elevation of 65.00 feet above Chicago City Datum and lying within the boundaries, projected vertically, of that part of said land, property and space described as follows:

commencing on the easterly right-of-way line of said railroad at the intersection of said line with the eastward extension of the north line of East 18th Street and running thence northwardly along said easterly right-of-way line a distance of 919.963 feet to the point of beginning; thence continuing northwardly along said

easterly line a distance of 858.72 feet to an intersection with a line which is 500.00 feet south from and parallel with the eastward extension of the south line of East 14th Street; thence south 89 degrees, 58 minutes, 42 seconds, west along said parallel line a distance of 352.31 feet; thence southerly 67.79 feet along the arc of a circle convex to the west with a radius of 1,464.69 feet (the chord of said arc bearing south 07 degrees, 05 minutes, 19 seconds, east 67.79 feet); thence south 08 degrees, 24 minutes, 46 seconds, east 724.94 feet to an intersection with the eastward extension of the south line of East 16th Street; thence south 89 degrees, 57 minutes, 41 seconds, west along said eastward extension a distance of 202.06 feet; thence southwardly along the arc of a circle convex to the west with a radius of 2,263.90 feet, a distance of 294.90 feet; thence southeastwardly along a straight line tangent to the last described arc of a circle a distance of 259.67 feet to an intersection with a line which is 500.00 feet south from and parallel with the eastward extension of the south line of East 16th Street; thence east along said parallel line a distance of 376.91 feet to an intersection with a curved line being the arc of a circle convex to the west with a radius of 1,343.75 feet, the southerly terminus of said arc being a point which is 230.646 feet westerly and 158.143 feet northerly of the intersection of the easterly right-of-way line of said railroad with the aforesaid eastward extension of the north line of East 18th Street, as measured along said easterly line and a line perpendicular thereto and the northerly terminus of said arc being a point which is 197.473 feet westerly and 434.475 feet northerly of the aforesaid intersection of the easterly right-of-way line of the eastward extension of the north line of East 18th Street, as measured along said easterly line and a line perpendicular thereto; thence northwardly along last described arc of a circle a distance of 60.94 feet to the aforesaid northerly terminus of said arc; thence northwestwardly along a straight line, tangent to last described arc of a circle a distance of 436.277 feet; thence northwardly along the arc of a circle convex to the east tangent to last described straight line with a radius of 2,448.29 feet a distance of 86.233 feet and; thence east a distance of 86.641 feet to the point of beginning, in Cook County, Illinois.

Parcel F:

The land, property and space of said Illinois Central Railroad Company in Fractional Section 22 aforesaid, lying below a horizontal plane having an elevation of 30.68 feet above Chicago City Datum and lying within the boundaries, projected vertically, of that part of said land, property and space described as follows:

commencing on the westerly right-of-way line of said railroad at the intersection of said line with northerly line of the 23rd Street viaduct and running; thence northwardly along said westerly right-of-way line a distance of 1,500.00 feet; thence eastwardly parallel with said northerly line of the 23rd Street viaduct a distance of 210.14 feet to the point of beginning; thence northwardly a distance of 49.95 feet; thence northwardly along the arc of a circle convex to the east tangent to the last described straight line and having a radius of 1,116.10 feet, a distance of 129.93 feet; thence northwardly along the arc of a circle, convex to the west having a common tangent with last described arc of a circle and a radius of 886.39 feet, a distance of 104.04 feet; thence northwardly along a straight line tangent to last described arc of a circle a distance of 226.85 feet; thence westwardly, a distance of 28.00 feet; thence northwardly a distance of 212.97 feet; thence northwardly along the arc of a circle, convex to the east tangent to last described straight line, with a radius of 2,220.95 feet, a distance of 431.60 feet; thence northwestwardly along a straight line tangent to last described arc of a circle, a distance of 103.00 feet to an intersection with a line which is 500.00 feet south from and parallel with the eastward extension of the south line of East 16th Street; thence east along said parallel line a distance of 376.91 feet, to an intersection with a curved line, being the arc of a circle convex to the west with a radius of 1,343.75 feet, the southerly terminus of said arc being a point which is 230.646 feet westerly and 158.143 feet northerly of the intersection of the easterly right-of-way line of said railroad with the eastward extension of the north line of East 18th Street, as measured along said easterly line and a line perpendicular thereto and the northerly terminus of said arc being a point which is 197.473 feet westerly and 434.475 feet northerly of the aforesaid intersection of the easterly right-of-way line with the eastward extension of the north line of East 18th Street as measured along said easterly line and a line perpendicular thereto; thence southwardly along last described arc of a circle, a distance of 217.88 feet to the aforesaid southerly terminus of said arc; thence southwardly along a straight line tangent to last described arc of a circle, a distance of 722.975 feet; thence southwardly along the arc of a circle, convex to the east tangent to last described straight line with a radius of 2,008.70 feet, a distance of 160.333 feet; thence southwardly along the arc of a circle, convex to the east with a radius of 915.13 feet a distance of 46.85 feet to an intersection with the aforesaid line which is 1,500.00 feet northerly from and parallel with the northerly line of said 23rd Street viaduct; and thence westwardly along said parallel line a distance of 208.28 feet to the point of beginning, in Cook County, Illinois, containing 319,858 square feet (7.3429 acres) of land, more or less,

to the designation of Residential-Business Planned Development No. 499, as amended, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Residential-Business Planned Development No. 499, As Amended,

Plan Of Development

Statements.

1. The area delineated herein as a Residential-Business Planned Development consists of approximately 3,060,144 gross square feet (70.25 acres) and is owned or controlled by the Applicant, Central Station Limited Partnership. Certain portions of the property as depicted in the Air Rights Parcels Exhibit attached hereto (the "Air-Rights Parcels") consist of air rights. The Property located below the Air Rights Parcels (the "METRA Property") is not included within this Planned Development.

2. The Applicant or its successors, assignees, or grantees shall obtain all applicable official reviews, approvals, licenses or permits required in connection with this Planned Development. Any dedication or vacation of streets or alleys, or easements, or adjustments of right-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the Applicant or its successors, assignees, or grantees and approval by the City Council.

3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns, and, if different than the Applicant, the legal title holders, any ground lessors, and any property owners association which is formed to succeed the Applicant. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal title holders, any ground lessors, and any property owners association which is formed to succeed the Applicant. Furthermore, pursuant to the requirements of Section

11.11-1 of the Chicago Zoning Ordinance, the Property, throughout the period this Planned Development is in effect and at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single-designated control. Single-designated control for purposes of this paragraph shall mean that a single person, corporation, association or other entity has been designated and authorized by the owner or owners of all of the Property as Authorized Agent of the Property for the limited purposes of (1) receiving any and all zoning enforcement-related or other zoning-related communication from the City in relation to and on behalf of the effected property owner or owners and (2) making application to the City for any subsequent amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) on behalf and in the name of the affected owner or owners of the property. Nothing herein shall be construed to mean that any individual owner, any ground lessors, or any property owners association, of the Property or any portion thereof is relieved of obligations imposed hereunder or rights granted herein or is not subject to City action pursuant to this Planned Development. In addition, nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property or any rights, interests or obligations therein. Upon alienation, sale or any other transfer of all or any portion of the Property or the rights therein, except any assignment or transfer of rights pursuant to a mortgage or otherwise as collateral for any indebtedness, and solely with respect to the portion of the Property so transferred, the term Applicant shall be deemed amended to apply to the transferee thereof (and its beneficiaries if such transferee is a land trust) and the seller or transferor thereof (and its beneficiaries if such seller or transferor is a land trust) shall thereafter be released from any and all obligations or liability hereunder.

4. This Planned Development consists of these nineteen (19) statements; a Zoning Districts and Preferential Street Map; a Property Line and Right-of-Way Adjustment Map; a Subareas and Generalized Land-Use Map; an Air Rights Parcels Map; and a Table of Use and Bulk Regulations and Data. In addition, the Central Station Development Guidelines adopted by the Chicago Plan Commission on March 1, 1990, as they may be amended from time to time (the "Guidelines") are incorporated into this Planned Development. These statements and attachments shall be construed and implemented in conformance with the Guidelines. The Planned Development is applicable to the area delineated herein and these and no other zoning controls shall apply. The Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements

thereof, and satisfies the established criteria for approval as a Planned Development.

5. All use and development of the Property shall conform with the provisions of the Planned Development and the Guidelines; provided, however, that in the event of any conflict between the provisions of the Planned Development and any subsequent amendment to the Guidelines, the provisions of this Planned Development shall govern. The Property is divided into three subareas, as illustrated on the subareas and Generalized Land-Use Map attached hereto, for the purpose of establishing use and density controls by subareas. The Table of Use and Bulk Regulations and Data describes the use and density controls applicable within each subarea. For purposes of floor area controls and/or determining Floor Area Ratio ("F.A.R."), the provisions of the Chicago Zoning Ordinance shall apply, with the following exceptions:

   (1) Grade Level and Plaza Level shall be established at the time of Master Plan Approval. Plaza Level shall be considered "Curb Level" for purposes of the Chicago Zoning Ordinance, and floor area below the Plaza Level shall not be included in calculating the total number of square feet of development permitted under this Planned Development;

   (2) Individual development parcels may exceed the floor area controls established herein, provided that (1) the floor area controls applicable to the entire subarea in which any development parcel is located shall not be exceeded, (2) the floor area controls applicable to the overall Property shall not be exceeded, and (3) floor area controls established by any Master Plan in accordance with this Planned Development shall govern;

   (3) Floor area (for determining the total number of square feet of development permitted under this Planned Development, and for determining F.A.R. and off-street parking and loading requirements) shall not include any space devoted to mechanical equipment (including, without limitation, heating, ventilation and air conditioning equipment) where such space occupies the entire floor of any structure or consists of more than 5,000 square feet of contiguous floor area.

6. Uses of the Property which are permitted by this Planned Development shall be residential uses, office uses (business or professional), exhibition uses, institutional uses, and retail and commercial uses. Retail and commercial uses shall mean (a) all uses

which are permitted uses within the C3-5 Zoning District other than residential, office, exhibition and institutional use, and (b) uses listed as special uses within the C3-5 Zoning District if such uses are determined at the time of Master Plan approval to be designed, located and proposed in a manner which will not have an adverse impact on public health, safety or welfare. In addition, the following structures and uses shall also be permitted: (1) Earth station receiving and transmitting dishes, satellite dishes, earth station antennae, microwave relay dishes and transmitting or receiving dishes; (2) Railroad rights-of-way and uses; (3) Motor vehicles rental and related operation and maintenance facilities including, without limitation, service stations, auto laundries and underground storage tanks; (4) District and central heating and cooling systems and related equipment and appurtenances, such as boilers, turbines, chillers, and piping for distribution and exhaust; (5) Petroleum underground storage tanks; (6) Day care facilities; and (7) Dwelling units below the second floor of buildings. All structures and uses shall be designed, located and operated in accordance with the provisions of the applicable Master Plan. Any Master Plan may include such conditions on the design, location or operation of any allowable structures or uses as may be appropriate or necessary to implement the intent of this Planned Development and the Guidelines.

7. The maximum allowable height of any structure upon the Property shall conform with the Guidelines and the height limitations applicable in Restricted Height Height Zones in accordance with Figures 5-1, 5-2 and 5-3 of the Lakefront Protection Ordinance application and shall also be subject to the following:

   a. Height limitations as certified on Form FAA-117 (or successor forms involved in the same subject matter) and approved by the Federal Aviation Administration; and

   b. Airport zoning regulations as established by the Department of Planning and Development, Department of Aviation and Department of Law and approved by the City Council.

8. Open space and public parks upon the Property as identified in the Guidelines shall be addressed in applicable provisions of the Master Plans. In addition and in accordance with the Guidelines, the Applicant shall promptly upon completion of the Roosevelt Road extension from Michigan Avenue to its intersection with Columbus Drive and completion of the Columbus Drive extension to its intersection with 14th Street (all as contemplated in the Guidelines), convey and dedicate or cause the conveyance and dedication to the Park District, free and clear of all improvements and encumbrances

of any kind whatsoever (other than the standard exceptions contained within the standard owner's title policy issued by Near North National Title Corporation), that approximately 70,000 square foot parcel which is located north of Roosevelt Road between Michigan Avenue and Columbus Drive and which is necessary to complete the southern portion of Grant Park as provided by the Guidelines. However, that parcel shall be conveyed and dedicated to the Park District prior to the completion of said roadway extensions upon provision to Applicant of written binding commitments accompanied by a timely schedule for complete construction of all the aforementioned street improvements, which commitments shall be in such form and text and from such parties and/or governmental authorities as demonstrated with reasonable certainty the construction and completion of the aforesaid street improvements. Further, the Applicant commits to keep said Property free and clear of all temporary or permanent structures, other than temporary construction related facilities, and of all development whatsoever, except for public facilities or temporary surface parking facilities as may be agreed to from time to time by the Applicant, the City and the Park District. Within ninety (90) days following adoption of this Planned Development, the Applicant and the City shall enter into an agreement which reflects the foregoing in a form reasonably acceptable to the City's Corporation Counsel and the Applicant. The Agreement shall provide that the City is entitled to the remedy of specific performance or any other remedy provided by law to insure the Applicant's performance under said agreement.

Applicant shall reserve all that portion of the Property east of Columbus Drive proposed to be or actually extended south to 16th Street as open space in accordance with the Guidelines. Furthermore, Applicant shall properly offer for dedication to the City (or other relevant public agency) said Property or any portion thereof at such time as such dedication is requested by the City in order to accommodate the relocation of portions of Lake Shore Drive as contemplated by the Guidelines as defined herein.

9. Each year, no later than each anniversary date of the original adoption of this Planned Development (July 31, 1990), the Applicant shall file an Annual Development Report with the Commissioner of the Department of Planning (the "Commissioner"). The report shall, at a minimum, contain the following information related to the Property:

   (1) The number of square feet of construction completed, under construction or approved for construction, identifying also the type of use and location;

   (2) Percentage occupancy of each structure;

(3) Construction/development anticipated within the following year;

(4) Status of all public improvements; and

(5) The Traffic Mitigation Report which shall contain a report and analysis of traffic volumes and public transportation use upon the Property in accordance with traffic analysis industry standards.

10. The Applicant and the City anticipate the use of public funds or public financial participation for certain infrastructure improvements, which may include among other things, the Public Improvements described in Statement 11, within or in the vicinity of the Property. Therefore, the City will use its best efforts, solely to the extent it deems appropriate, to evaluate the appropriateness of using public funds for the aforesaid Public Improvements. In the event that the City determines such public funding to be appropriate, the City and the Applicant will use their best efforts to cooperate in the consideration of entering into a Redevelopment Agreement or other agreement which will address the schedule and manner in which those public funds are to be used or public financial participation is to be applied and may also address other tax incentives from other governmental bodies and coordinate those programs with infrastructure improvements. Said agreement may also address implementation of public and private improvements, land acquisitions, dispositions, additional traffic mitigation activities and other matters related to the orderly development of the Property so long as said agreement is not inconsistent with this Planned Development, the Guidelines or any approved Master Plans.

Notwithstanding the above, this does not constitute a public financing commitment by the City for any of the infrastructure improvements nor does it constitute a commitment by the City to execute any agreement for such funding.

The Applicant shall be allowed to develop the Property in accordance with all other applicable terms and provisions of this Planned Development, whether or not such a Redevelopment Agreement or other agreement is executed by the Applicant and the City, or whether or not public funds or public financing participation of any kind is obtained or available.

Any infrastructure costs advanced by the Applicant prior to an execution of the Redevelopment Agreement and prior to the granting of any forms of tax relief or tax increment financing shall not impair the Applicant's eligibility to request such forms of relief from local,

state or federal agencies or impair the Applicant's ability to request reimbursement from said agencies for costs advanced by the Applicant; provided however, that such relief, reimbursement and requests are not in conflict with any applicable laws.

11. The Property which is the subject of this Planned Development is a large tract of land located within the City's South Loop area and is currently mostly vacant. Few, if any, Public Improvements and services ("Public Improvements") such as roads, utilities and parks as hereinafter provided exist upon or near the Property to serve the development contemplated by this Planned Development. The Applicant and City acknowledge that the development of the Property contemplated by this Planned Development necessitates that Public Improvements must exist in order to accommodate the expected impact of such development on the public health, safety and welfare. The Applicant further acknowledges that this Planned Development is adopted based upon the City's requirement that development of the Property or portion thereof shall be allowed only if, and to the extent that, such development is accompanied by the necessary Public Improvements as provided for hereinafter.

The description of the Public Improvements necessary or appropriate in connection with construction or development upon the Property, including the type, location and extent of such Public Improvements, shall be contained in the Master Plan applicable to the portion or portions of the Property upon which the construction or development is to be undertaken. Master Plans shall be adopted for each of the following subareas: (1) Subarea A fee property; (2) Subarea B fee property; (3) Subarea C air-rights; and (4) the air-rights property of Subareas A and B. No application for Site Plan approval or for Part II Approval shall be granted until and unless the property subject to such application is contained within the boundaries of an approved Master Plan. Master Plans are intended to implement the provisions of this Planned Development and, following approval as provided herein, shall have the same force and effect as this Planned Development.

The Chicago Plan Commission shall be responsible for the review, approval or disapproval of Master Plans in the manner provided herein. Applications for Master Plan approval shall be filed with the Department of Planning and the Department of Planning shall prepare and file a written report in accordance with the provisions hereof. The Plan Commission, as well as the Department of Planning, may adopt such rules or procedures as either finds appropriate to carry out their respective responsibilities under this Planned Development.

After submission of an application for Master Plan approval, together with all required documentation hereinafter described, a

Master Plan shall be considered for approval by the Plan Commission in a public meeting. Such meeting shall be held only following (1) the publication of adequate notice thereof in the manner provided for in Section 11.11-3 of the Chicago Zoning Ordinance; and (2) the filing with the Plan Commission of a written report prepared by the Commissioner which shall include the Commissioner's findings and recommendations with regard to the proposed Master Plan. The Commissioner's report, together with the Master Plan substantially in the form to be acted upon by the Plan Commission, shall be made available to the general public five (5) days before the Commission meeting. Said public meeting shall be held within ninety (90) days following the filing of a complete application for Master Plan approval. An application shall be complete when all materials necessary for review and approval have been submitted. The Commissioner or the Applicant may elect to extend the aforesaid ninety (90) day period where appropriate, for not to exceed one (1) period providing that such extension period does not exceed thirty (30) days. The Commissioner shall make a determination within the time hereinabove prescribed or as may be extended. The City and the Applicant shall cooperate to process the consideration of approval of any Master Plan in an expeditious manner. Failure of the Commissioner to make a determination within the time hereinabove prescribed shall be deemed a disapproval. The decision of the Plan Commission on a Master Plan shall be final.

Master Plans may include both narrative and graphic information. A Master Plan shall demonstrate the parameters for all future development within the boundaries of the Master Plan. Said parameters shall be arranged and depicted in such format and manner as the Commissioner reasonably determines to be appropriate in order to best facilitate the administration of the development approval of the subject property.

A Master Plan shall include a description of the following Public Improvements:

- Public roads and public roadway-related improvements including, without limitation, existing street widening, curbs, gutters, sidewalks, streetlights, street furnishings and appurtenances;

- Public Transportation facilities, easements, rights-of-way, etc.;

- Public and quasi-public utilities, including without limitation, electric, telephone, gas, other energy-related facilities, water supply, storm water runoff facilities,

sanitary sewer, and all lines, circuits, connectors and facilities related thereto;

-- The availability by appropriate governmental agencies of police, fire, medical and emergency services and the facilities therefor, and public education and library facilities to service the Planned Development;

-- Public and quasi-public parks and recreational areas and open spaces such as McFetridge Park, 15th Street Neighborhood Park and Columbus-Lake Shore Drive Park, as said parks are described by the Guidelines. The aforesaid specifically named three (3) parks shall be constructed and dedicated to the Chicago Park District at such time as shall be provided by an approved Master Plan covering that portion of the Property where such park is located. Other parks and open spaces shall be constructed and where appropriate, dedicated to a public entity as shall be provided by the applicable Master Plan.

A Master Plan may also:

-- Describe the type, amount, extent and location of construction or development of the Property which may be conditioned upon the completion and availability of specified Public Improvements;

-- Require that the construction and installation of such Public Improvements shall be in accordance with all applicable laws, including the requirements and standards of any affected public agency; and

-- Require that the owner of the Property upon, under, over or across which such Public Improvements or services may be constructed, installed or maintained shall dedicate such property or grant such easements and licenses to the public as may be necessary or appropriate in connection therewith.

The information and documentation contained within a proposed Master Plan shall, at a minimum, address each of the following considerations:

(1) Site Conditions.

Utilities.

Grading/Drainage.

Easements and Rights-of-Way.

Development parcel boundaries/layout of blocks and street grid.

(2) Use Controls.

(i) Type.

(ii) Location.

(3) Vehicular Circulation.

(i) Public Street Layout.

(ii) Public Parking.

(iii) Curb-Cut Zones.

(iv) Loading Dock Zones.

(4) Pedestrian Circulation.

(i) On-Street Pedestrian Routes.

(ii) Internal Pedestrian Routes.

(5) Bulk.

(i) Density.

(ii) View Corridors in conformance with Figure 3-2 of the Lakefront Protection Ordinance Application.

(iii) Building Height and Setbacks as described in Figures 5-1, 5-2 and 5-3 of the Lakefront Protection Ordinance Application.

(iv) Shadow Zones.

(v) Floor Area Ratio.

(vi) Criteria for Lot Area per Dwelling Unit.

(6) Public Open Space.

(i) Size.

(ii) Location.

(iii) Character.

(iv) Overall Ratio of Public Open Space as determined by the Guidelines.

The Plan Commission shall approve any Master Plan if the Commission finds the following:

(a) The proposed Master Plan is consistent with the Guidelines and this Planned Development; and

(b) After giving due consideration to the guidelines contained in Section 11.11-2 of the Chicago Zoning Ordinance, the proposed Master Plan would have no adverse impact on the public health, safety or welfare; and

(c) The proposed Master Plan conforms with the fourteen basic Policies and the thirteen basic Purposes of the Lake Michigan and Chicago Lakefront Protection Ordinance.

No Master Plan shall be approved unless the Applicant and the subject Property are in compliance with the provisions of this Planned Development, including but not limited to all other previously approved Master Plans, Site Plans or Part II Approvals or any agreements entered into with the City as part of or in furtherance of this Planned Development. Following Master Plan approval, Master Plans shall be kept on permanent file with the Department of Planning and Development.

No Part II Approval or occupancy permits shall be granted or issued unless the Public Improvements specified in the proposed Master Plan as necessary or appropriate to accommodate such construction or development are in place and available for use or are otherwise committed and in compliance with a schedule for commencement and completion as specified by the Master Plan.

12. The total number of square feet of development permitted under this Planned Development has been fixed based upon the Applicant's commitment to a program which promotes the use of public transportation facilities in preference to the use of private

automobiles as reflected in the Guidelines. The Master Plan shall provide, if and when appropriate in connection with development of all or any portion of the Property, as and when such portions are developed, that the Applicant shall:

a. Dedicate such Property and grant such easements and licenses to the public as may be necessary, appropriate and reasonable to accommodate the expansion of public transportation facilities through or within the boundaries of the Property, if the location and operation of such facilities are consistent with the Guidelines.

b. Construct or cause the construction of public bus facilities where appropriate and reasonable; provided that appropriate public agencies have reasonably demonstrated that a need for such facilities exists in connection with the subject development. The foregoing shall include bus turn-around areas and bus shelters, where appropriate, in order to enhance and extend public bus service throughout the Property; provided, however, that Applicant shall not be obligated to provide more than five (5) bus shelters. Additional bus shelters may be required in connection with development which exceeds 17,250,000 square feet in the aggregate or 4,000,000 square feet of office use, provided that need is established.

c. Provide or cause the provision of express bus service between Union Station and Northwestern Station to and from the Property during A.M. and P.M. rush hour periods when office development upon the Property has exceeded 250,000 square feet, unless the Applicant reasonably demonstrates that a sufficient demand for such service does not exist and such services shall be provided and/or restored when and if such demand occurs or reoccurs.

d. Establish and maintain a transportation management program intended to reduce the use of private automobiles by office employees traveling to and from the Property. Such a program shall, at a minimum, include the following:

(i) Creation of a traffic management association or similar organization, whose purpose will be to implement a traffic management plan for the office development portion(s) of the Property utilizing the following devices:

-- All owners or tenants of property containing office space will be required to

maintain membership in this association and may be assessed to support said association.

-- The association will retain a Transportation Coordinator either as an employee or as a consultant.

-- The association and the Transportation Coordinator shall design and implement the traffic management program (taking into account all development within the Property boundaries) working with all appropriate groups, including on-site owners, tenants and residents.

-- The association will report in the form of a Traffic Mitigation Report on the condition and characteristics of the plan and related programs to the appropriate local governmental body or designated agency on a regular basis but at least annually.

(ii)

-- Implementation of a ride-sharing program for employees.

-- Implementation of programs for car-pooling or van-pooling.

-- Implementation of a transit service awareness program which promotes the use of the public transportation.

-- Implementation of a program to encourage and accommodate non-motorized commuting (bicycle and pedestrian).

-- Promotion of "variable working hours" programs among the various employers at Central Station, as feasible.

Where development of the Property exceeds a total of 17,250,000 square feet of floor area (consisting of any use or uses) or 4,000,000 square feet of office floor area, if and when appropriate in connection

with development of all or any portion of the Property, the applicable Master Plan shall provide that the Applicant shall:

(i) Dedicate such Property, grant such easements and licenses to the public or METRA as may be necessary or appropriate and reasonable to accommodate the relocation of the existing METRA station to a location proximate to Roosevelt Road as contemplated by the Guidelines.

(ii) Make provisions within a building to be developed on the Property in the vicinity of Roosevelt Road as contemplated by the Guidelines, for an uncompleted "shell" space which is capable of accommodating complete construction by METRA or others of facilities for the installation and operation by METRA of a newly relocated METRA station.

(iii) Construct or cause the construction, in cooperation with the City and in compliance with all applicable laws and regulations, of such improvements along the pedestrian walks on both sides of Roosevelt Road between State Street and Columbus Drive as may be necessary or appropriate to promote and enhance the use by pedestrians of the Roosevelt Road/State Street C.T.A. facility, providing such improvements shall be limited to enhancements to work to be performed by the City or other governmental agencies and shall be limited generally to paving, landscaping, lighting, and signage. This obligation need not be undertaken by Applicant until the aggregate development of the Property has reached 17,250,000 square feet notwithstanding the amount of office floor area developed.

(iv) Dedicate such Property, grant such easements and licenses as may be necessary, appropriate and reasonable to accommodate the extension of a Central Area Circulator through or within the boundaries of the Property; provided that provision is made by others to extend the Circulator to the Property boundaries, and provided further that the route will be designated so that it does not unreasonably interfere with the proposed Planned Development.

13. Following Master Plan approval as provided above, all Site Plans for proposed development within the area covered by the applicable Master Plan shall be submitted to the Commissioner for Site Plan approval. Site Plan approval is intended to assure that specific development proposals conform with the applicable approved Master Plan and with this Planned Development and to assist the City in monitoring on-going development. No Part II Approval shall be granted until an applicable Site Plan has been approved.

If said Site Plan substantially conforms with the applicable approved Master Plan and with the other provisions of this Planned Development, the Commissioner shall approve said Site Plan and shall issue written approval thereof to the Applicant for such Site Plan approval within sixty (60) days of submission of the completed application. If the Commissioner determines within said sixty (60) day period that the Site Plan does not substantially conform with the applicable approved Master Plan and with the other provisions of this Planned Development, the Commissioner shall advise the Applicant for such Site Plan approval, in writing, regarding the reasons for such adverse determination. The Commissioner shall thereafter review any resubmission within fourteen (14) days and make his or her final determination, in writing, to the Applicant for such Site Plan within said period. Failure of the Commissioner to make a determination within the time hereinabove prescribed shall be deemed a disapproval. Following approval of a Site Plan by the Commissioner, the Site Plan shall be kept on permanent file with the Commissioner and shall be deemed to be an integral part of this Planned Development.

Changes or modifications to Site Plans may be made after approval of the Commissioner, so long as the Site Plan, as so changed or modified, substantially conforms with the approved applicable Master Plan and with the other provisions of this Planned Development. In the event of any inconsistency between an approved Site Plan or any permitted modifications thereto and the terms of the Master Plan in effect at the time of approval of such Site Plan or of the modification thereto, then the terms of the Master Plan shall govern.

A Site Plan shall, at a minimum, provide the following information:

-- Boundaries of development parcel or parcels

-- Building footprint or footprints

-- Dimensions of all setbacks

-- Location and depiction of all parking spaces (including relevant dimensions)

-- Location and depiction of all loading berths (including relevant dimensions)

-- All drives, roadways and vehicular routes

-- All landscaping (including species and size)

-- All pedestrian circulation routes and points of ingress/egress (including sidewalks)

-- All site statistics applicable to the development parcel or parcels including:

  -- F.A.R. Floor Area and Floor Area Ratio as represented on submitted drawings

  -- Lot coverage as represented on submitted drawings

  -- Number of Parking spaces provided

  -- Number of Loading berths provided

  -- Uses of development parcel

Parameters of the building envelope including:

  -- Maximum Building height

  -- Vertical setbacks, if any

A Site Plan shall include such other information as may be necessary to illustrate conformance with the applicable approved Master Plan and with the other provisions of this Planned Development.

14. The Property is subject to certain of the provisions of an ordinance passed by the City Council of the City of Chicago on July 21, 1919 entitled "An Ordinance for the Establishment of Harbor District Number Three; the Construction by the Illinois Central Railroad Company of a New Passenger Station; Electrification of Certain of the Lines of the Illinois Central and Michigan Central Railroad Companies within the City; and Development of the Lakefront" as the same may have been from time to time amended (the "1919 Ordinance"). If the 1919 Ordinance is inconsistent with this Planned Development or any applicable approved Master Plan, then to the extent authorized by law the City shall take all necessary action to adopt such amendments to the 1919 Ordinance as may be necessary or appropriate to make the 1919 Ordinance consistent with any such Master Plan approved for Property within sixty (60) days following Plan Commission approval of each Master Plan.

15. Within five (5) years of the effective date of this Planned Development, the Applicant, its successors or assignees must commence construction of 500,000 gross square feet (G.S.F.) of improvements. Within ten (10) years of the effective date of this

Planned Development, the Applicant, its successors or assignees must commence construction of a total of 1,500,000 G.S.F. of improvements. Within fifteen (15) years of the effective date of this Planned Development, the Applicant, it successors or assignees must commence construction of a total of 2,500,000 G.S.F. of improvements. The Applicant, its successors or assignees must commence construction of a total of 5,000,000 G.S.F. of improvements within twenty (20) years of the effective date of this Planned Development. Commencement of construction, for purposes of this section, shall mean any combination of the following: (1) the required floor area has been substantially completed or (2) building permits for plans including the required floor area have been issued, construction has commenced upon the structure for which the permit has been issued, and substantial completion of such structure being improved is pursued with reasonable diligence and in good faith. The time for compliance shall be suspended, tolled and abated during any moratorium on the issuance of building permits or other such federal, state or local government restriction on development. Each of the above compliance periods is subject to two (2) one (1) year extensions upon application to the Commissioner. Cause for extension may include, but is not limited to, a showing that compliance is impossible due to circumstances beyond or out of the reasonable control of the Applicant, its successors or assignees. However, should the Applicant, its successors or assignees fail to achieve compliance with the above requirements within the prescribed time periods, including any extension periods which may be granted, the total number of square feet of development permitted under this Planned Development shall not exceed 17,250,000 square feet (7.30 F.A.R.).

Notwithstanding the above stated requirement of the commencement of construction within five (5) years following the adoption of this Planned Development, the total number of square feet of development permitted under this Planned Development will be restored to 19,485,000 square feet (8.25 F.A.R.) if the Applicant, its successors or assignees meet the 500,000 square foot requirement within ten (10) years of the effective date of this Planned Development.

16. The terms, conditions and exhibits of this Planned Development Ordinance including any approved Master Plan or Site Plan, may be modified administratively by the Commissioner of the Department of Planning and Development, upon the application for such a modification by the Applicant and after a determination by the Commissioner of the Department of Planning and Development that such a modification is minor in nature and consistent with the Guidelines and the nature of the improvements contemplated in this Planned Development. Any such modification of the requirements of

this Statement by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

17. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with most current energy efficiency standards published by the American Society of Heating, Refrigerating and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S."). Copies of these standards may be obtained from the Department of Planning and Development.

18. A district heating-cooling feasibility study will be completed by the Applicant prior to approval of the first Master Plan, but no later than September 30, 1990. Such study, which shall be made available for use by the City, shall at a minimum address the following: existing proximate heat sources, environmental and legal concerns, potential relationships with existing utilities, regulatory issues, comparable systems, system staging and options, system costs and implementation.

19. This Planned Development is intended to include in its entirety, the terms and provisions of Statement 11 hereof and Statement 11 is not intended to be severable from this Planned Development. Accordingly, if Statement 11 of this Planned Development or any portion thereof or any other provision of this Planned Development or any portion thereof, shall to any extent be found to be invalid, void or unenforceable by any court having proper jurisdiction, then this Planned Development shall in its entirety be deemed invalid, void and unenforceable, ab initio, with respect to any portions of the Property which remain undeveloped or unimproved with any principal structures and also with respect to any rights, duties and obligations created by this Planned Development as said rights, duties and obligations relate to such portions of the Property. Property shall be considered to be developed or improved with principal structures if a proper building permit for any portion of said structures has been issued and remains in force or construction has been commenced. Said undeveloped or unimproved portions of the Property shall thereafter, without further City Council action, revert to the zoning district classifications applicable immediately prior to the adoption of this Planned Development.

[Zoning Districts and Preferential Streets Map; Property Line and Right-of-Way Adjustment Map; Subareas and Generalized Land-Use Map; and Air Rights Parcel Map referred to in these Plan of Development Statements printed on pages 63308 through 63311 of this Journal.]

Table of Use and Bulk Regulations and Data referred to in these Plan of Development Statements reads as follows:

Table Of Use And Bulk Regulations And Data.

Subarea	A	B	C	Total
Net Site Area Square Feet:	860,066	1,002,970	500,514	2,363,550
Acres:	19.74	23.03	11.49	54.26
Maximum Floor Area Ratio:	10.76	6.42	7.59	8.25
Permanent Floor Area Square Feet:	9,250,000	6,435,000	3,800,000	19,485,000
Maximum Residential Units:	3,000	5,500	2,000	9,500
Maximum Hotel Rooms:	2,500	1,320	2,500	3,500
Maximum Office Square Feet:	7,500,000	600,000	3,000,000	7,500,000
Maximum Retail and Commercial Square Feet:	500,000	200,000	500,000	1,000,000
Maximum Exhibition, Institutional and Mart	1,000,000	0	2,000,000	3,000,000

Gross Site Area, 3,060,144 square feet (70.25 acres) = Net Site Area, 2,363,550 square feet (54.26 acres) + Area In or Proposed To Be Public Right-of-Way, 696,594 square feet (15.99 acres).

The total number of square feet of development permitted under this Planned Development shall be fixed at 19,485,000 square feet, and the total number of square feet developed under this Planned Development shall not exceed 19,485,000 square feet of development except as limited by Paragraphs 12 and 15 hereof. Notwithstanding a reduction in the Net Site Area which results from an increase in the size of publicly-dedicated open area or rights-of-way contemplated by this Planned Development or any Master Plan, the total number of square feet of development permitted under this Planned Development shall not change.

The Minimum Required Parking for Residential Use is :	0.55 spaces per unit.
The Minimum Required Parking for Office Use is:	0.7 spaces per 1,000 square feet.
The Minimum Required Parking for Hotel Use is:	0.25 spaces per room.
The Minimum Required Parking for Retail and Commercial Uses is:	0.4 spaces per 1,000 square feet if retail uses are less than 5% of total developed floor area and 2.9 spaces per 1,000 square feet if retail uses exceed 5% of total developed floor area.
The Minimum Required Parking for Exhibition, Institutional and Mart Uses is:	0.65 spaces per 1,000 square feet.

Minimum Peripheral Setback may be determined by Master Plan.

Open spaces required:	20 percent of Net Site Area.

Notes.

1. Development of Air Rights Parcels with frontage on Columbus Drive between 14th Street and 16th Street shall be restricted to residential, local retail and related uses. Office and related uses on any property between 14th Street and 16th Street shall be restricted to parcels fronting 14th Street between Indiana Avenue and Columbus Drive. Local retail uses shall be permitted along Indiana Avenue between 14th Street and 15th Street.

2. The Maximum Residential Floor Area for project: 10,450,000 square feet. Dwelling units figured at 1,100 square feet per unit.

3. The Maximum Hotel Floor Area for project: 1,925,000 square feet. Rooms figured at 550 square feet per room.

4. Hotel Floor Area, where permitted, may be converted to Residential Floor Area in any subarea at the ratio of 1:1.

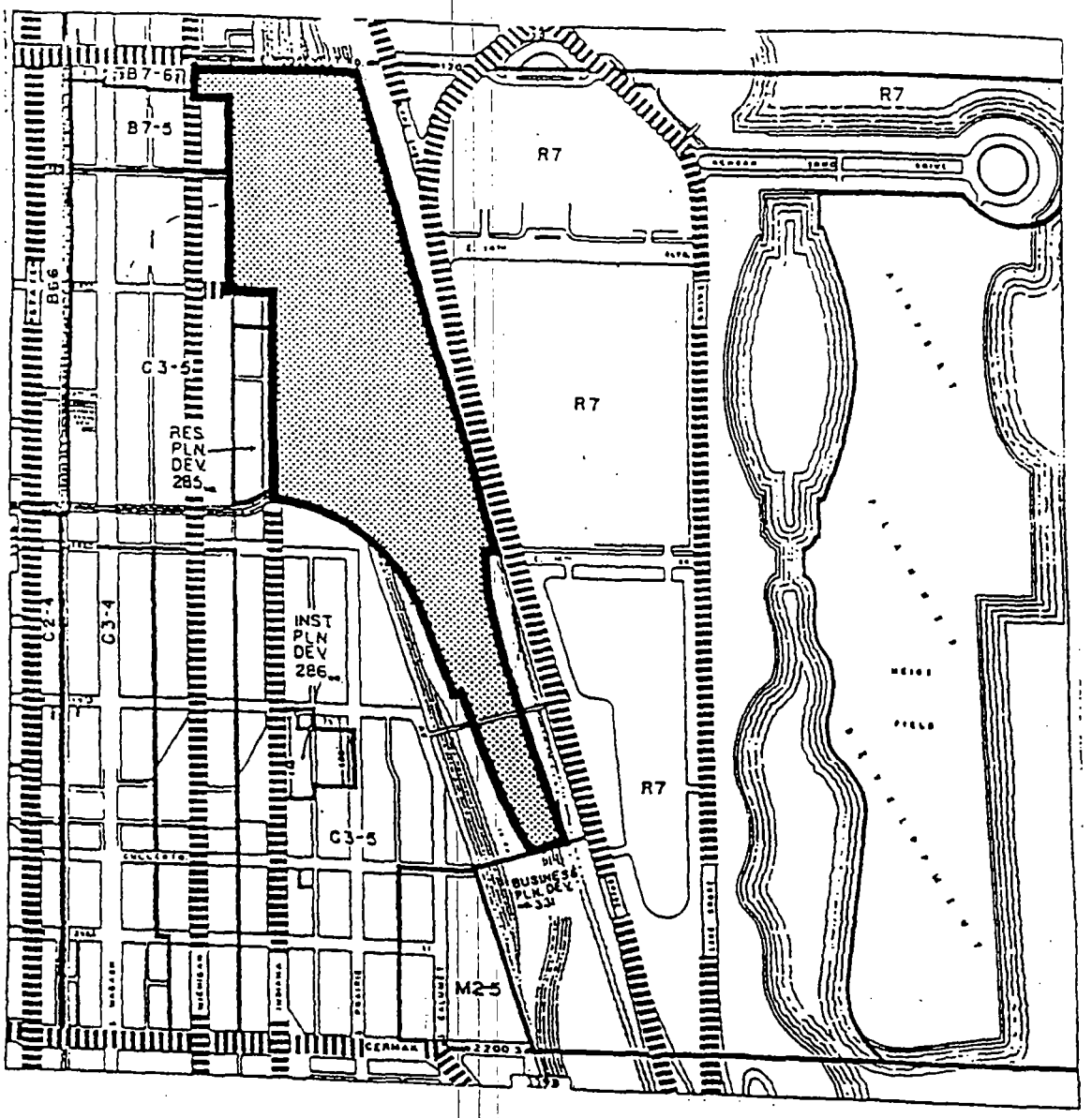
5. Office uses include office and related uses.

6. Dwelling units shall be permitted in all subareas of this Planned Development.

7. Off-street loading shall be provided in accordance with the requirements of a C3-5 Commercial Manufacturing District.

8. In the event that a certificate of occupancy has been issued for any portion of the METRA property exceeding 250,000 square feet which is developed with any use which utilizes floor area (as floor area is defined by the Chicago Zoning Ordinance for the purpose of determining Floor Area Ratio) save and except that property which is presently developed with a METRA facility or shall be developed with a METRA facility which is a continuation of the present use, then the maximum allowable floor area pursuant to this Planned Development shall be reduced by the number of square feet of floor area which is equivalent to the floor area for which said certificate in excess of 250,000 square feet has been issued for the development upon the METRA property.

Zoning Districts And Preferential Streets Map.



Applicant: Central Station Limited Partnership, an Illinois Limited Partnership
867 North Dearborn Parkway
Chicago, Illinois 60610

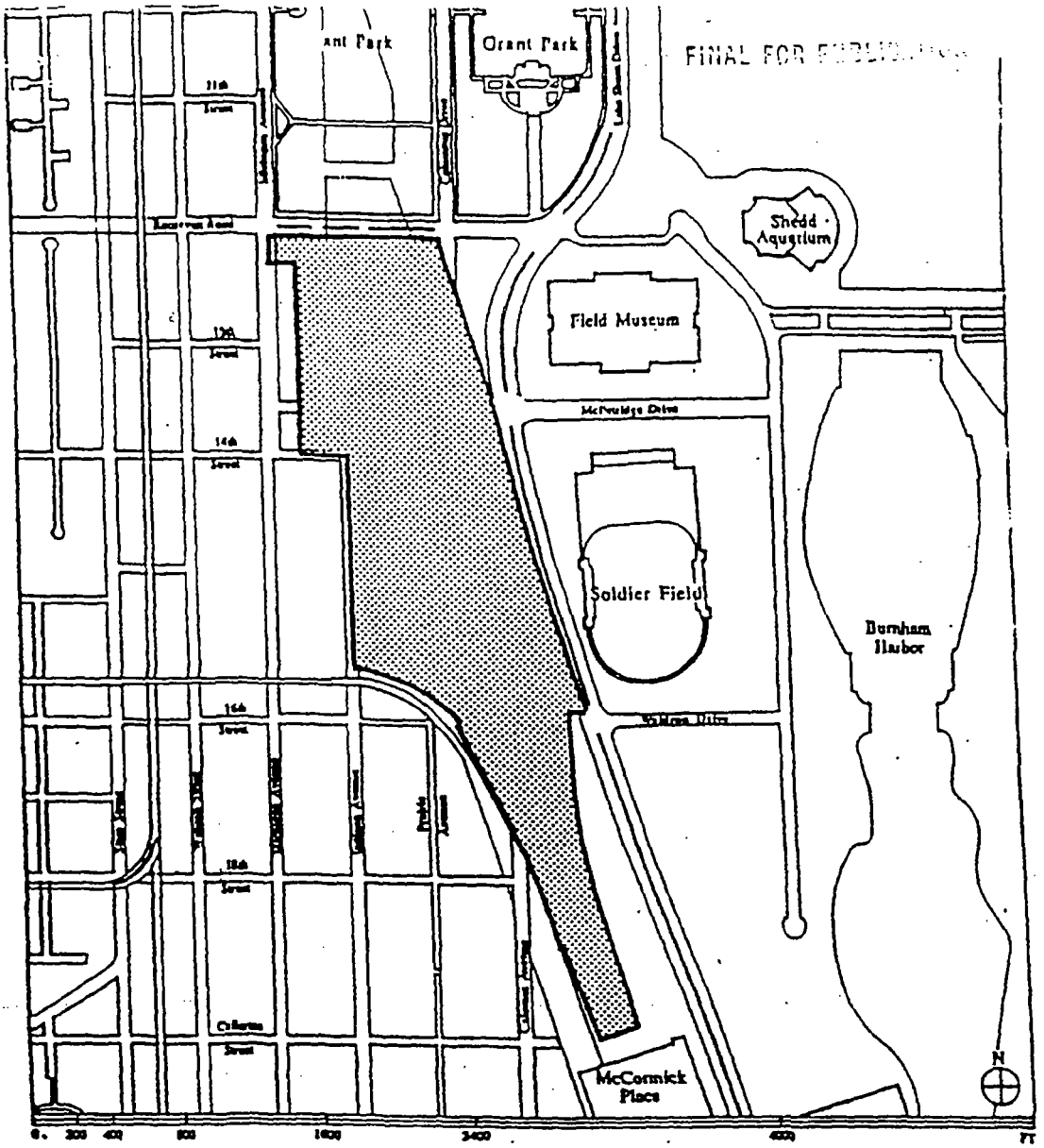
Date: March 8, 1990

Revised: October 13, 1994

Preferential Streets

Site

Property Line And Right-Of-Way Adjustment Map.



Applicant: Central Station Limited Partnership, an Illinois Limited Partnership
867 North Dearborn Parkway
Chicago, Illinois 60610

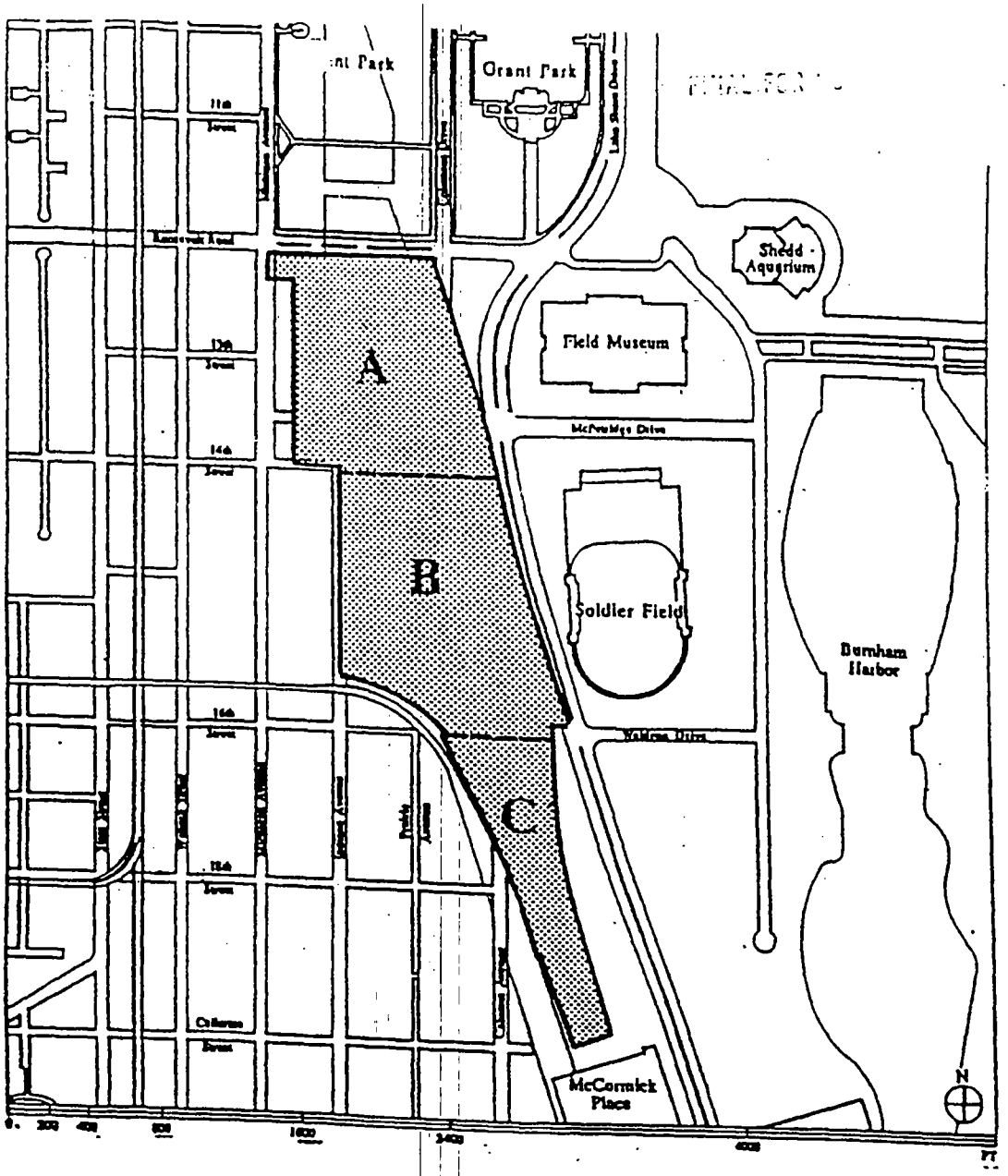
Date: March 8, 1990

Revised: October 13, 1994

PLANNED DEVELOPMENT BOUNDARY

NOTE: Where the Planned Development boundary is within the right-of-way of Michigan Avenue, said boundary line is on the centerline of Michigan Avenue. Where the Planned Development boundary is within the right-of-way of Indiana Avenue, said boundary line is parallel to and 33 feet east of the west line of Indiana Avenue. The Planned Development boundary along the north edge of the Property is on the south line (extended) of Roosevelt Road.

Subareas And Generalized Land-Use Map.



Sub-Area A- Michigan/Columbus Gateway

Sub-Area B- 15th/Lake Shore Area

Sub-Area C- Harbor View Area

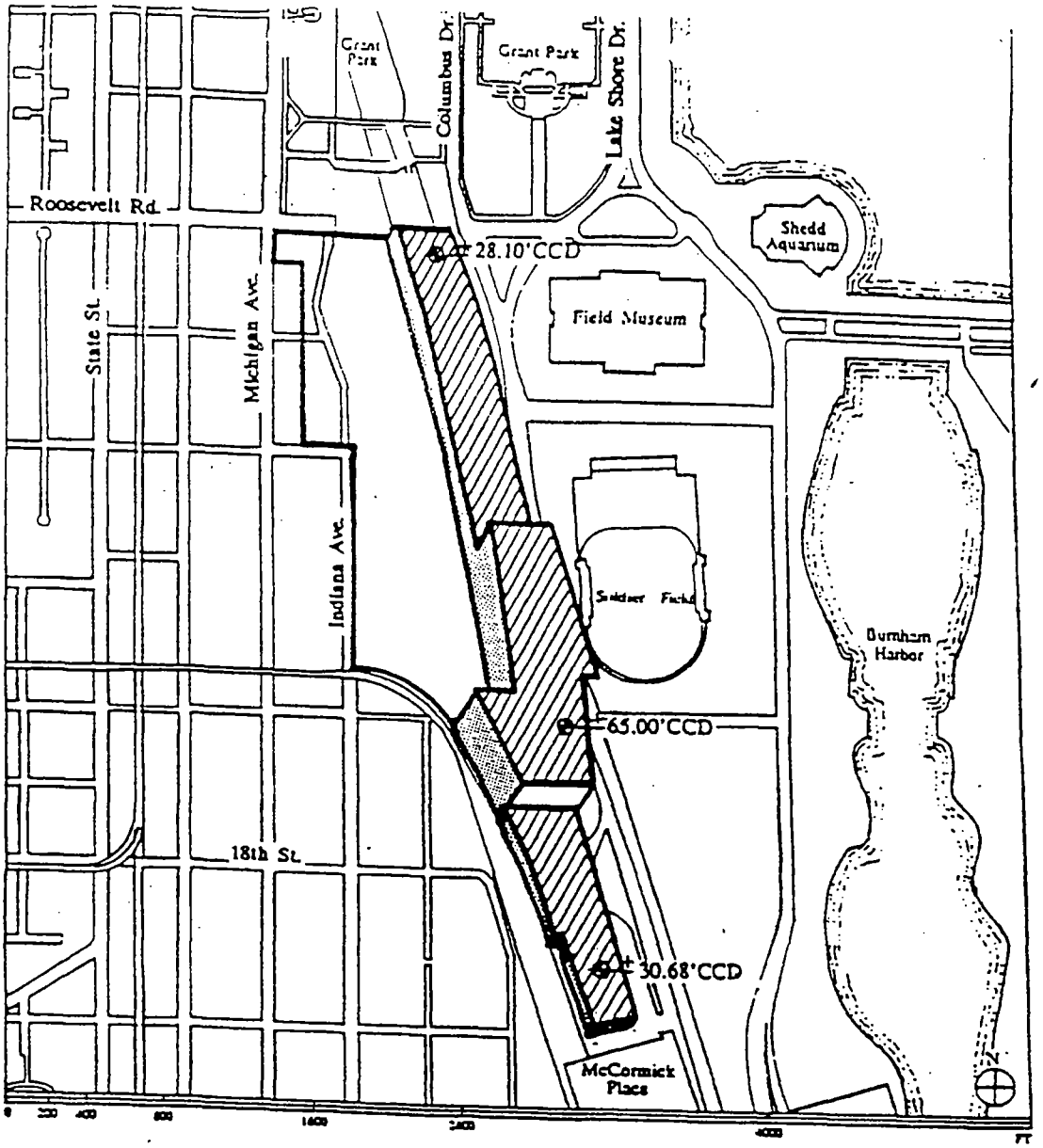
Applicant: Central Station Limited Partnership, an Illinois Limited Partnership
867 North Dearborn Parkway
Chicago, Illinois 60610

Date: March 8, 1990
Revised: October 13, 1994

Mixed Land-Use as Described in the Use and Bulk Regulations Table and Notes

NOTE: The boundary line separating Subareas A and B is the south line of 14th Street (extended) as shown above. The boundary line separating Subareas B and C is the south line of 16th Street (extended) as shown above.

Air Rights Parcels Map.



Applicant: Central StaCon Limited Partnership,
an Illinois Limited Partnership
857 North Dearborn Parkway
Chicago, Illinois 60610

Date: March 8, 1990
Revised: October 13, 1994

Air Rights Parcels, showing the Elevation of the Bottom Plane of Each Such Parcel

Reclassification Of Area Shown On Map Number 4-G.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map No. 4-G in the area bounded by:

> West 18th Street; South Racine Avenue; a line 50 feet south of and parallel to West 18th Street; and the public alley next west of and parallel to South Racine Avenue,

to those of a C1-2 Restricted Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 4-H.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District symbols and indications as shown on Map No. 4-H in the area bounded by:

> West 14th Street; South Ashland Avenue; a line 48 feet south of West 14th Street; and the alley next west of and parallel to South Ashland Avenue,

to those of a C2-1 General Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 5-G.
(As Amended)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Planned Manufacturing District No. 2 symbols and indications as shown on Map No. 5-G in the area bounded by:

a point at the westerly dock line of the North Branch of the Chicago River and 862.09 feet north of West North Avenue, as measured at the westerly dock line of the North Branch of the Chicago River; the westerly dock line of the North Branch of the Chicago River; West North Avenue; North Throop Street; a line from a point 633.10 feet north of West North Avenue and the easterly right-of-way line of North Throop Street, to a point 755.90 feet north of the north line of West North Avenue and 237.99 feet east of the east line of North Throop Street or the line extended; a line from a point 755.90 feet north of the north line of West North Avenue and 237.99 feet east of the east line of North Throop Street if extended, to a point 670.59 feet north of West North Avenue and 282.01 feet east of the east line of North Throop Street if extended; and a line from a point 670.59 feet north of West North Avenue and 282.01 feet east of the east line of North Throop Street if extended, to a point 862.09 feet north of West North Avenue and the westerly dock line of the North Branch of the Chicago River (point of beginning),

to those of a Riveredge-Manufacturing Planned Development and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Riveredge-Manufacturing

Planned Development No. _____

Plan Of Development

Statements.

1. The area delineated herein as Riveredge-Manufacturing Planned Development consists of approximately 532,648 square feet (12.22

acres) and is owned or controlled by the Applicant, Home Depot U.S.A., Inc..

2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees, or grantees. Any dedication or vacation of streets or alleys, or easements, or adjustments of right-of-way, or consolidation or resubdivision or parcels, shall require a separate submittal on behalf of the Applicant or its successors, assignees, or grantees and approval by the City Council.

3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal title holders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal title holder or any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property and any ground lessors. Nothing herein shall be construed to mean that any individual owner, or any ground lessors, of the Property or any portion thereof is relieved of obligations imposed hereunder or rights granted herein or is not subject to City action pursuant to this Planned Development. In addition, nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property or any rights, interests or obligations therein. Upon any alienation, sale or any other transfer of all or any portion of the Property or the rights therein, except any assignment or transfer of rights pursuant to a mortgage or otherwise as collateral for any indebtedness, and solely with respect to the portion of the Property so transferred, the term Applicant shall be deemed amended to apply to the transferee thereof (and its beneficiaries if such transferee is a land trust) and the seller or transferor thereof (and its beneficiaries if such seller or transferor is a land trust) shall thereafter be released from any and all obligations or liability hereunder.

4. This Plan of Development consists of these fifteen (15) statements; an Existing Zoning Map; a Planned Development Property Line, Boundary and Right-of-Way Adjustment Map; a Generalized Land-Use Plan; a Bulk Regulations and Data Table; a Site Plan;

Landscape Plan; and Building Elevation and Pylon Sign (as depicted on the Site Plan), dated November 10, 1994 prepared by Greenberg, Farrow. Full-size sets of the Site Plan, Landscape Plan and Elevation Plans are on file with the Department of Planning and Development. The Planned Development is applicable to the area delineated hereto and these and no other controls shall apply. The Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a Planned Development.

5. The following uses shall be permitted within the area delineated herein as "Riveredge-Manufacturing Planned Development": Subarea A -- all uses permitted in P.M.D. No. 2, Subdistrict 1 and building supply and improvement centers in a warehouse format with an accessory landscaping center and non-accessory parking; Subarea B -- all uses permitted in P.M.D. No. 2, Subdistrict 1 which shall specifically be construed to include distribution facilities (excluding warehousing as a predominant use), and non-accessory parking for other uses permitted in this Plan of Development. Storage and processing of construction materials and debris shall be permitted as a temporary use during demolition and construction in Subarea A and Subarea B.

6. Identification signs and temporary signs, such as construction and marketing signs, shall be permitted within the Planned Development subject to the review and approval of the Commissioner of the Department of Planning and Development. One (1) pylon sign shall be permitted within the Planned Development in general conformance with the Building Elevation and Pylon Sign Elevation.

7. Any service drives or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Transportation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such emergency areas. Ingress and egress shall be subject to the review and approval of the Department of Transportation, Bureau of Traffic Engineering and Operations and of the Commissioner of the Department of Planning and Development. An easement providing access to Subarea B (as depicted on the Site Plan) shall be provided by the Applicant for the benefit of Subarea B prior to the issuance of the first certificate of occupancy for development within Subarea B. Prior to the occupancy of the structure contemplated in Subarea A and conditioned upon receipt of requisite permits and approvals, the Applicant shall contribute its proportionate share of the cost to provide (1) traffic signalization at the intersection of West North Avenue/North

Throop Street, and (2) two sheltered right lanes along the property's frontage on West North Avenue.

8. Height restriction of any building of any appurtenance thereto shall, in addition to the Table of Use and Bulk Regulations, be subject to:

   a. Height limitations as certified on form FAA-117 or successor forms involved in the same subject matter and approved by the Federal Aviation Administration; and

   b. Airport zoning regulations as established by the Department of Planning and Development, Department of Aviation and Department of Law, and approved by the City Council.

9. For purposes of Floor Area Ratio (F.A.R.) calculations, the definitions in the Chicago Zoning Ordinance shall apply.

10. The improvements in the Property shall be designed, installed and maintained in general conformance with the Site Plan, Landscape Plan and Building Elevation Plan dated November 10, 1994. The landscaping (including street trees in the adjacent right-of-way) shall be designed, installed and maintained in general conformance with the Landscape Plan dated November 10, 1994 and in accordance with the parkway tree provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines.

11. The Applicant acknowledges that the Property is currently located within the Elston Avenue Planned Manufacturing District and that the retention and creation of industrial jobs is an important goal of the City within this District. Accordingly, the Applicant has agreed to market property within Subarea B for manufacturing uses that will further the City's goals and promote uses which are compatible with the remaining uses within this Riveredge-Manufacturing Planned Development. If unsuccessful in entering into a contract with an industrial purchaser within eighteen (18) months from occupancy of the building supply and improvement center, the Applicant has agreed to extend to the City the non-exclusive right to purchase the industrial site (Subarea B) for a period of eighteen (18) months at the then current market valuation for industrial property which the City shall then market to industrial users.

12. The Applicant acknowledges the importance of the Chicago River as a resource for both commerce and recreation and also acknowledges the City's goals of improving the appearance and quality of Chicago's waterways, and, wherever possible, establishing a continuous landscaped walkway and bicycle path along Chicago's waterways. To further these goals, the Applicant agrees to set back all buildings

to a minimum of 30 feet from the existing riveredge as depicted on the Landscape Plan. The riveredge setback area shall be landscaped and improved with a pathway extending from North Avenue to the property's north property line as depicted on the Landscape Plan simultaneously with construction of the building proposed for Subarea A. The Applicant shall not be required to make the riveredge setback area adjacent open to the public, unless and until similarly improved areas are available on the adjacent property immediately to the north of the Subject Property. Notwithstanding any provision of this Planned Development, the requirement that a paved pathway and public access be provided along the riveredge shall not be construed to require the Applicant to permit the public use of such pathway or access for any purpose other than pedestrian movement along the riveredge or to restrict the Applicant's ability to close off public access from time to time to prevent the establishment of any public or constructive easements.

13. The terms, conditions and exhibits of this Planned Development Ordinance may be modified administratively by the Commissioner of the Department of Planning and Development, upon the application for such a modification by the Applicant and after a determination by the Commissioner of the Department of Planning and Development that such a modification is a minor change that is consistent with the nature of the improvements contemplated in this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of this statement by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

14. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with most current energy efficiency standards published by the American Society of Heating, Refrigerating and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S."). Copies of these standards may be obtained from the Department of Planning and Development.

15. Unless substantial construction has commenced within seven (7) years following adoption of this Planned Development, and unless completion is thereafter diligently pursued, then this Planned Development shall expire; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all Planned

Developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided by said Amendatory Ordinance (the first day of which as applied to this Planned Development shall be the effective date of the Amendatory Ordinance). If this Planned Development expires under the provisions of this section, then the zoning of the property shall automatically revert to that of the pre-existing Planned Manufacturing District No. 2, Subdistrict 1.

[Existing Zoning Map; Planned Development Boundary, Property Line and Right-of-Way Adjustment Map; Site Plan; Landscape Plan; and Building Elevation Drawings referred to in these Plan of Development Statements printed on pages 63320 through 63325 of this Journal.]

[General Land-Use Plan referred to in these Plan of Development Statements unavailable at time of printing.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Riveredge-Manufacturing Planned Development No._____.

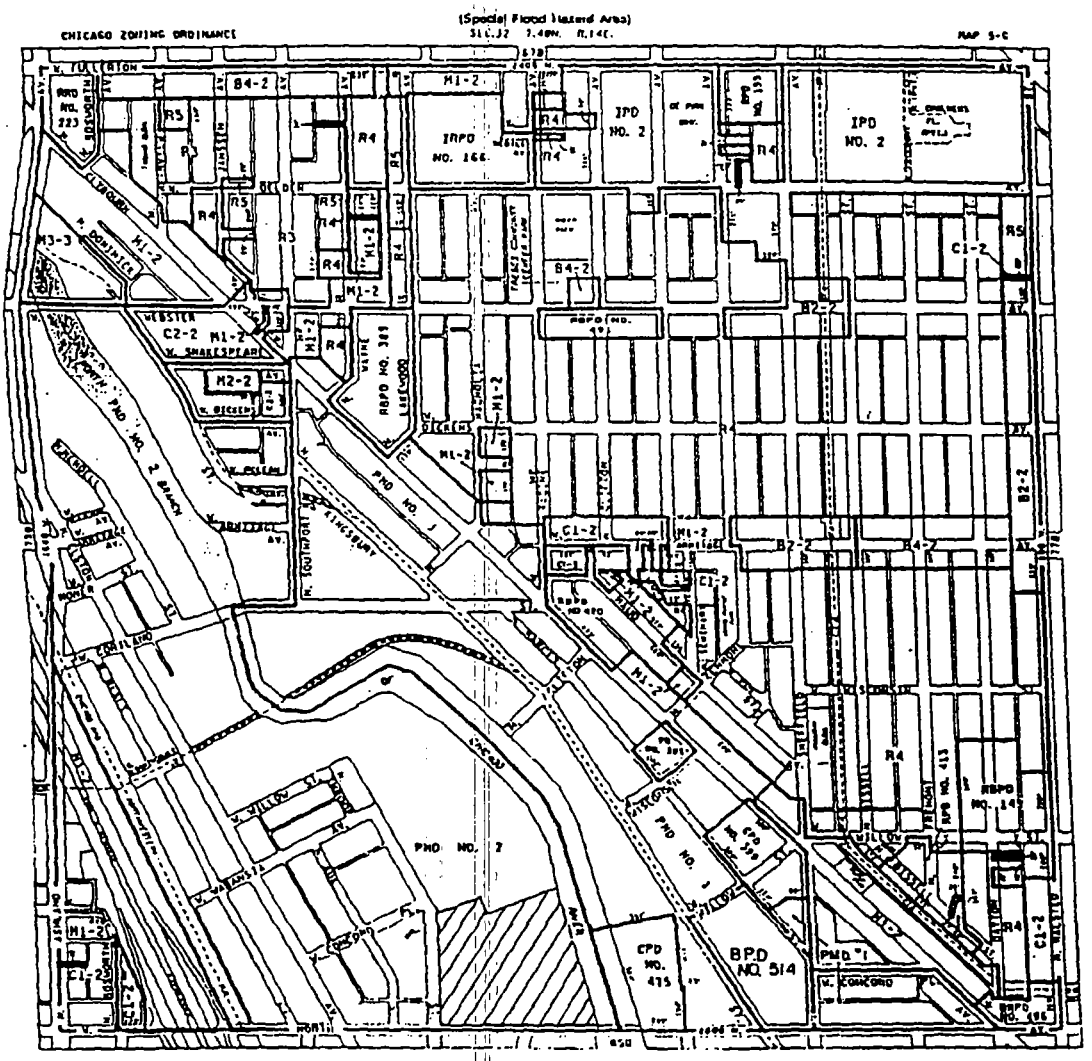
Bulk Regulations And Data Table.

	Net Site Area		Maximum Floor Area Ratio	Maximum Percent Of Site Coverage
	Square Feet	Acres		
Subarea A	466,100	10.70	0.40	As per Site Plan
Subarea B	63,900	1.46	3.00	
TOTAL:	530,000	12.16	0.71	

Gross Site Area, 581,791 square feet (13.34 acres) = Net Site Area, 530,000 square feet (12.16 acres) + Area in Public Rights-of-Way, 51,791 square feet (1.18 acres).

Maximum Floor Area Ratio for Total Net Site Area:	0.71.
Minimum Number of Off-Street Parking Spaces:	Subarea A -- 380 including 2 percent handicapped. Subarea B -- 64 spaces unless a lesser amount is approved by the Commissioner of the Department of Planning and Development and all industrial users within Subarea B. These spaces may be used to serve Subarea A users prior to first occupancy of development in Subarea B and at any times permitted by users of Subarea B.
Minimum Number of Off-Street Loading Berths:	Required for Subarea A -- building -- 4 at 10 feet by 50 feet. Required for Subarea B -- building -- per M1-3 Restricted Manufacturing District requirements.
Maximum Percent of Site Coverage:	In substantial conformance with the Site Plan.
Minimum Required Building Setbacks:	In substantial conformance with the Site Plan.
Maximum Permitted Building Height:	In substantial conformance with Elevation Plans.

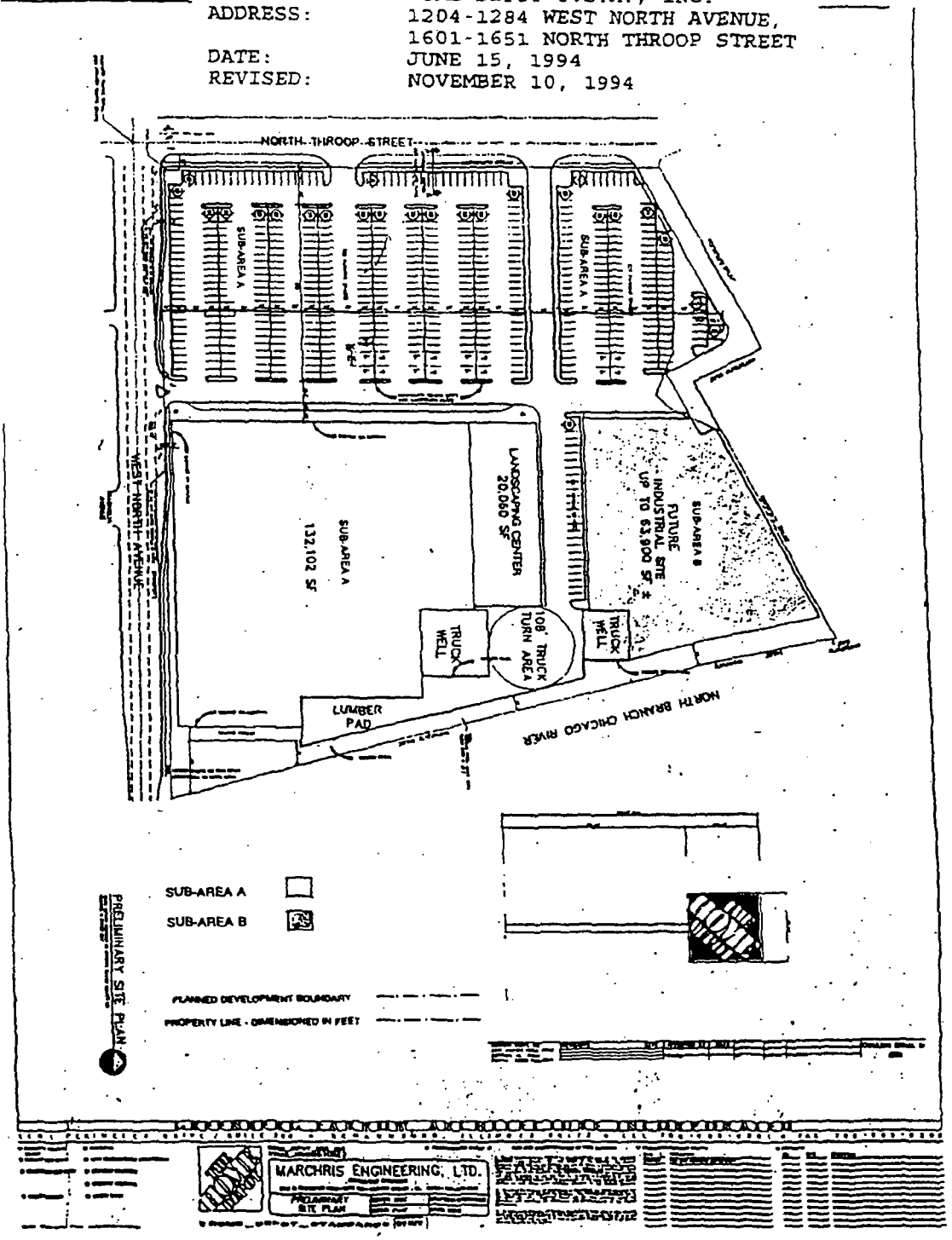
Existing Zoning Map.



APPLICANT: HOME DEPOT U.S.A., INC.
ADDRESS: 1204-1284 WEST NORTH AVENUE,
1601-1651 NORTH THROOP STREET
DATE: JUNE 15, 1994
REVISED: NOVEMBER 10, 1994

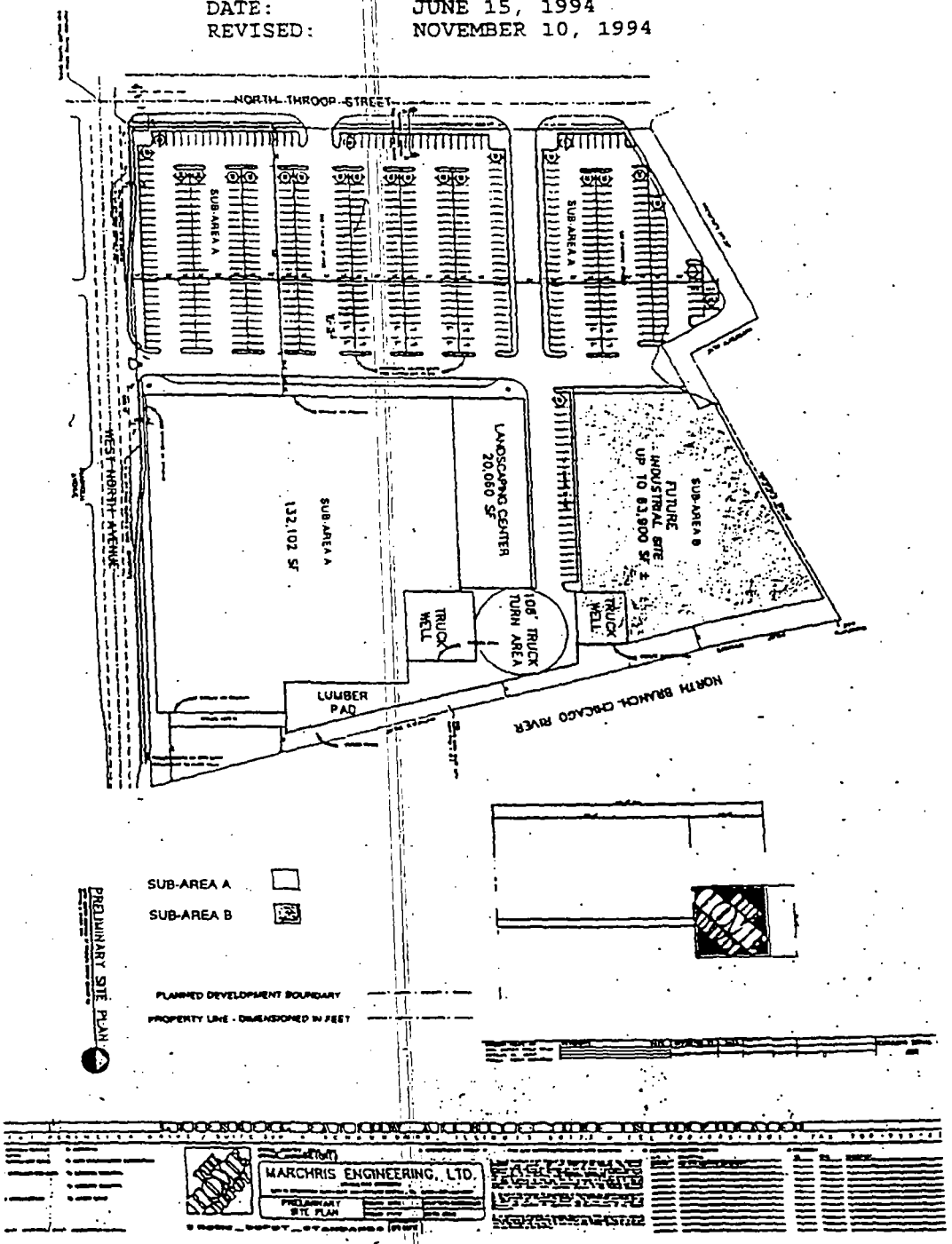
Planned Development Boundary, Property Line
And Right-Of-Way Adjustment Map.

APPLICANT: HOME DEPOT U.S.A., INC.
ADDRESS: 1204-1284 WEST NORTH AVENUE,
1601-1651 NORTH THROOP STREET
DATE: JUNE 15, 1994
REVISED: NOVEMBER 10, 1994

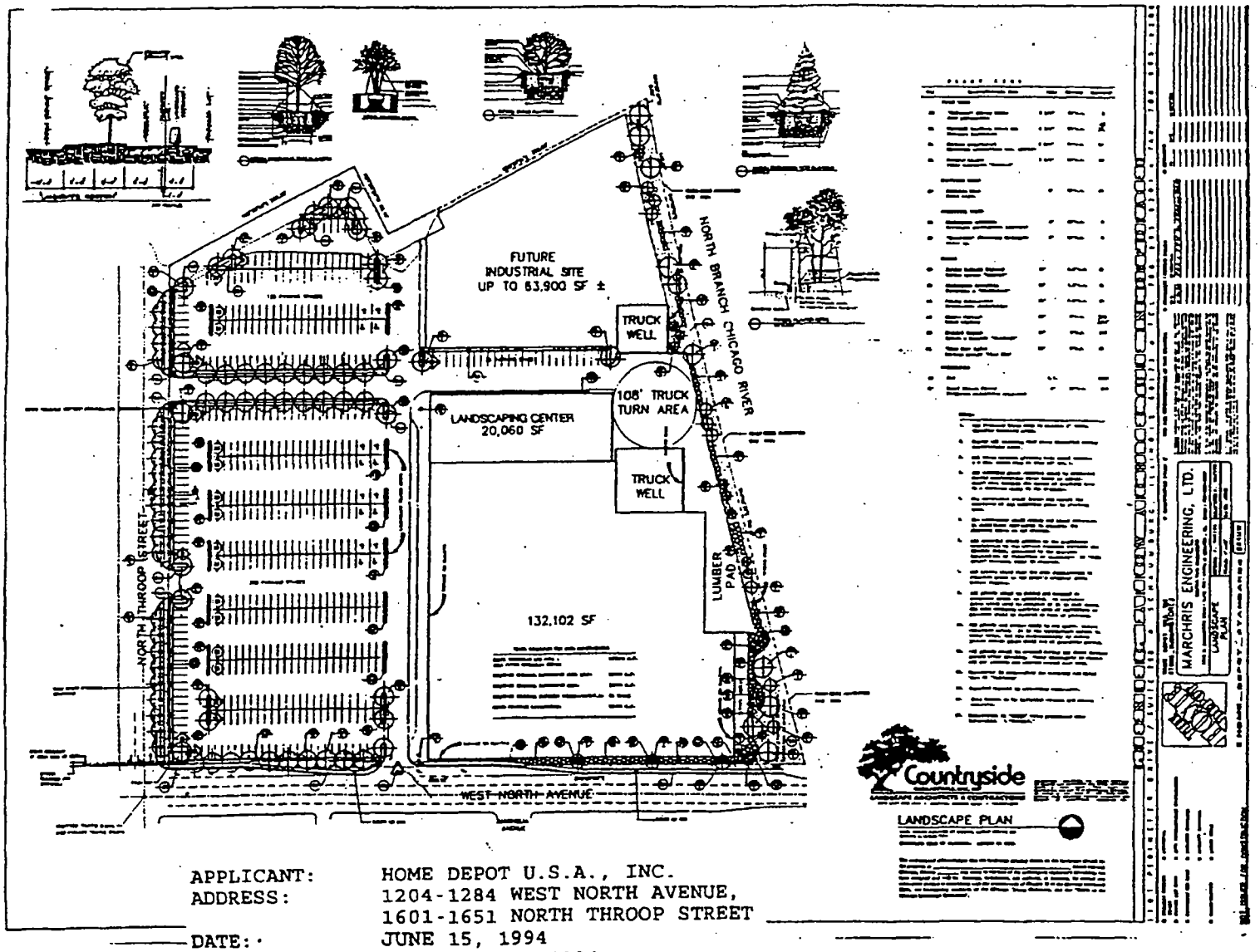


Site Plan.

APPLICANT: HOME DEPOT U.S.A., INC.
ADDRESS: 1204-1284 WEST NORTH AVENUE, 1601-1651 NORTH THROOP STREET
DATE: JUNE 15, 1994
REVISED: NOVEMBER 10, 1994

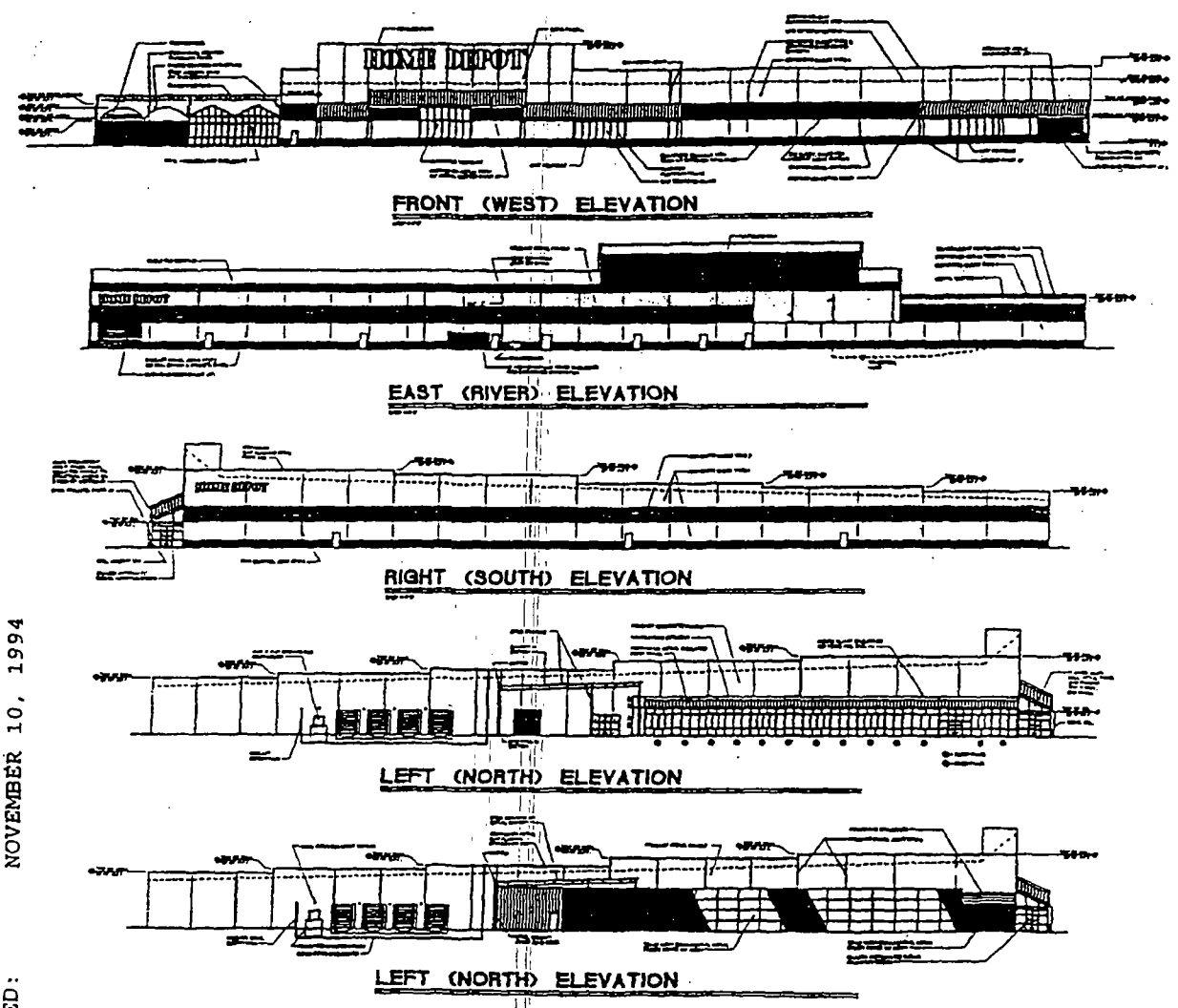


Landscape Plan.



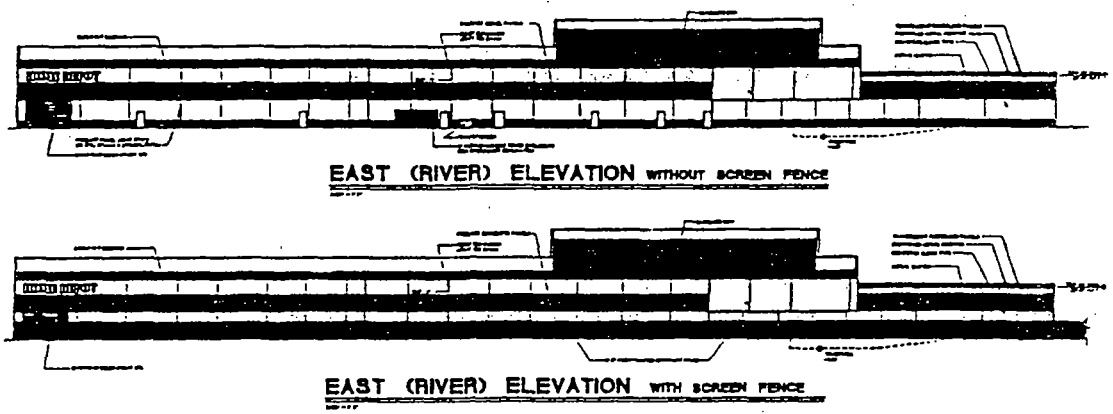
APPLICANT: HOME DEPOT U.S.A., INC.
ADDRESS: 1204-1284 WEST NORTH AVENUE,
1601-1651 NORTH THROOP STREET
DATE: JUNE 15, 1994
REVISED: NOVEMBER 10, 1994

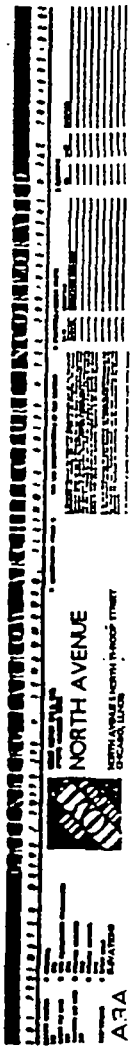
Building Elevations.
(Page 1 of 2)



APPLICANT: HOME DEPOT U.S.A., INC.
ADDRESS: 1204-1284 WEST NORTH AVENUE,
1601-1651 NORTH THROOP STREET
DATE: JUNE 15, 1994
REVISED: NOVEMBER 10, 1994

Building Elevations.
(Page 2 of 2)





APPLICANT: HOME DEPOT U.S.A., INC.
ADDRESS: 1204-1284 WEST NORTH AVENUE,
1601-1651 NORTH THROOP STREET
DATE: JUNE 15, 1994
REVISED: NOVEMBER 10, 1994

Reclassification Of Area Shown On Map Number 5-I.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 5-I in the area bounded by:

> the alley next north of and parallel to West Homer Street; a line 192.00 feet east of North Campbell Avenue; West Homer Street; North Campbell Avenue; a line 64.34 feet north of West Homer Street; and a line 106.50 feet east of North Campbell Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 5-K.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service and R3 General Residence District symbols and indications as shown on Map No. 5-K in the area bounded by:

> a line 101.00 feet south of West Palmer Street; North Pulaski Road; a line 191.00 feet south of West Palmer Street; and the alley next west of North Pulaski Road,

to those of an M1-1 Restricted Manufacturing District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 5-N.
(As Amended)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-1 General Retail District symbols and indications as shown on Map No. 5-N in the area bounded by:

> the alley next north of and parallel to West North Avenue; North Oak Park Avenue; West North Avenue; and a line 55 feet east of North Newcastle Avenue,

to those of a B1-1 Local Retail District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 6-F.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 6-F in the area bounded by:

> South Normal Avenue; West 24th Place; the public alley next north of and parallel to West 24th Place; and a line 200 feet east of and parallel to South Normal Avenue,

to those of an R5 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 6-J.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 6-J in the area bounded by:

> a line 50 feet north of and parallel to West 31st Street; the alley next east of and parallel to South Drake Avenue; West 31st Street; and South Drake Avenue,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 7-K.
(As Amended)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-1 Restricted Commercial District symbols and indications as shown on Map No. 7-K in the area bounded by:

> West Belmont Avenue; North Kolmar Avenue; the alley next south of and parallel to West Belmont Avenue; and a line 57.12 feet west of North Kolmar Avenue,

to those of a C2-1 General Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 8-H.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R3 General Residence District symbols and indications as shown on Map No. 8-H in the area bounded by:

> West 34th Street; South Oakley Avenue; a line 72 feet south of West 34th Street; and the alley next west of and parallel to South Oakley Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 9-H.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C1-1 Restricted Commercial District symbols and indications as shown on Map No. 9-H in the area bounded by:

> a line 72 feet south of West Henderson Street; North Ravenswood Avenue; the alley next south of and parallel to West Henderson Street; and the alley next west of and parallel to North Ravenswood Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 10-J.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 10-J in the area bounded by:

commencing at the centerline of the intersection of South Hamlin Avenue and West 47th Street north for a distance of 1,849.63 feet; thence east from the centerline of South Hamlin Avenue for a distance of 36.5 feet; thence southeasterly at 38 degrees, 22 minutes for a distance of 1,531.80 feet; thence southeasterly at 46 degrees, 19.33 minutes for a distance of 239.63 feet; thence southerly at 4 degrees, 47.25 minutes for a distance of 456.47 feet to the centerline of West 47th Street; and thence west for a distance of 1,131.5 feet to the point of beginning,

to those of an M3-3 Heavy Manufacturing District and a corresponding use district is hereby established in the area above described.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the M3-3 Heavy Manufacturing District symbols and indications established in Section 1 above in the area bounded by:

commencing at the centerline of the intersection of South Hamlin Avenue and West 47th Street north for a distance of 1,849.63 feet; thence east from the centerline of South Hamlin Avenue for a distance of 36.5 feet; thence southeasterly at 38 degrees, 22 minutes for a distance of 1,531.80 feet; thence southeasterly at 46 degrees, 19.33 minutes for a distance of 239.63 feet; thence southerly at 4 degrees, 47.25 minutes for a distance of 456.47 feet to the centerline of West 47th Street; and thence west for a distance of 1,131.5 feet to the point of beginning,

to the designation of a Manufacturing Planned Development which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

SECTION 3. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Manufacturing Planned Development No. _____

Plan Of Development

Statements.

1. The area delineated herein as a Manufacturing Planned Development consists of approximately 1,218,605 square feet or 27.98 acres of real property in its net site area. The boundaries of the Property are shown on the attached Planned Development Boundary and Property Line Map. The Subject Property is owned or controlled for the purposes of this ordinance by the Applicant, the Atchison, Topeka and Santa Fe Railway Company.

2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees, or grantees. Any dedication or vacation of streets, alleys or easements or any adjustment of right-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees and approval by the City Council.

3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant or its successors and assignees and, if different from the Applicant, the legal title holder and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assignees and, if different from the Applicant, the legal title holder and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto shall be made or authorized by all the owners of the Property and any ground lessors. Nothing herein shall be construed to mean that any individual owner or ground lessor of the Property or any portion thereof is relieved of obligations imposed hereunder or rights granted herein or is not subject to City actions pursuant to this Planned Development. In addition, nothing herein shall prohibit or in any way restrict the alienation, sale or other transfer of all or any portion of the Property or any rights, interests or obligations therein. Upon any alienation, sale or any other transfer of all or any portion of the Property or the rights therein, except any assignment or transfer of rights pursuant to a mortgage or otherwise as collateral

for any indebtedness, and solely with respect to the portion of the Property so transferred, the term Applicant shall be deemed amended to apply to the transferee thereof (and its beneficiaries if such transferee is a land trust) and the seller or transferor thereof (and its beneficiaries if such seller or transferor is a land trust) shall thereafter be released from any and all obligations or liability hereunder.

4. This Plan of Development consists of these fourteen (14) Statements; an Existing Zoning Map; a Planned Development Boundary and Property Line Map; an Existing Land Use Map; a Right-of-Way Adjustment Map; a Bulk Regulations and Data Table; a Site Plan prepared by Denton & Associates, dated November 10, 1994, Building Elevations prepared by Denton & Associates, dated November 10, 1994, and a Landscape Plan and a Public Way Perimeter Section Plan prepared by Roman & Associates, dated November 10, 1994. Full-size sets of the Site Plan, Building Elevations, Landscape Plan and Public Way Perimeter Section Plan are on file with the Department of Planning and Development. The Planned Development is applicable to the area delineated herein and these and no other controls shall apply. The Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a Planned Development.

5. The following uses shall be permitted within the area delineated herein as a "Manufacturing Planned Development": uses permitted within an M3-3 Heavy Manufacturing District and the C4 Motor Freight Terminal District, including Railroad Freight Terminals, Motor Freight Terminals, Intermodal Freight Terminals, Cartage and Express Facilities, Warehousing, Storage, Railroad Switching and Classification Yards, Repair Shops and Roundhouses, Railroad Sidings, Auto and Truck Garages, Parking Lots and Service Shops, including body repair, engine rebuilding and painting, Off Street Parking and Off Street Loading and Related and Accessory Uses; and the following Special Uses: Earth Station Antenna exceeding eight (8) feet in diameter.

6. Business signs and temporary signs such as construction and marketing signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development.

7. Any service drive or other ingress or egress shall be adequately designed and paved, in accordance with the regulations of the Department of Transportation in effect at the time of construction, and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including fire and

other emergency vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review and approval of the Department of Transportation and of the Department of Planning and Development.

8. All off-street parking and loading facilities will be provided in compliance with the Bulk Regulations and Data Table attached hereto subject to the review and approval of the Department of Planning and Development and the Department of Transportation.

9. The height restriction of the improvements and any appurtenance attached thereto shall, in addition to the Bulk Regulations and Data Table, be subject to:

   a. Height limitations as certified and approved by the Federal Aviation Administration; and

   b. Airport zoning regulations as established by the Department of Planning and Development, Department of Aviation, and Department of Law and approved by the City Council.

10. For purposes of Floor Area Ratio (F.A.R.) calculations, the definitions in the Chicago Zoning Ordinance shall apply.

11. The improvements on the Property shall be designed and installed in general conformance with the Site Plan and Elevation Plans prepared by Denton & Associates dated November 10, 1994, and the Landscape Plan and Public Way Perimeter Section Plan prepared by Roman & Associates dated November 10, 1994. The landscaping (including street trees in the adjacent rights-of-way), shall be designed installed and maintained in general conformance with the Landscape Plan dated November 10, 1994; and shall serve as an approved alternative to the solid fencing otherwise required in Section 10.3-1(1) of the Chicago Zoning Ordinance. The landscaping shall be maintained at all times in accordance with the Landscape Plan, and parkway trees shall be installed and maintained in accordance with the parkway tree provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines.

    Current access to the site is to and from West 47th Street. Additional access shall be provided via a private two-directional access road to be constructed by the Applicant pursuant to its specifications, as depicted and identified on the Landscape Plan as the "North Access Road", connecting the property to West 41st Street, if extended. Subject to acquisition of the necessary right-of-way and the obtaining of all governmental approvals, an extension of West 41st Street connecting West 41st Street with the North Access

Road shall be provided. No final certificate of occupancy shall be issued prior to completion of construction of the North Access Road and the West 41st Street extension unless the Commissioner of Planning and Development otherwise administratively grants relief pursuant to the provisions of Statement No. 12.

Applicant shall provide an access easement to the user of the Subject Property to utilize the North Access Road, the maintenance of which shall be the continuing obligation of the Applicant, which shall have the same responsibility for the West 41st Street extension unless dedicated to the City of Chicago and accepted by the City Council.

12. The terms, conditions and exhibits of this Planned Development Ordinance may be modified administratively by the Commissioner of the Department of Planning and Development upon the request of the Applicant and after a determination by the Commissioner that such a modification is minor, appropriate and consistent with the nature of the development of the Property contemplated in this Planned Development Ordinance and the purposes underlying the provisions hereof. Any such modification of the requirements of this statement by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development Ordinance as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance. Notwithstanding the provisions of subclauses (4) and (5) of Section 11.11-3(c) of the Chicago Zoning Ordinance, such minor changes may include a reduction in the minimum distance between structures, a reduction in periphery setbacks, or an increase in the maximum percent of land covered.

13. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with the most current energy efficiency standards published by the American Society of Heating Refrigerating and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S."). Copies of these standards may be obtained from the Department of Planning and Development.

14. Unless substantial construction has commenced within three (3) years following adoption of this Planned Development, and unless completion is thereafter diligently pursued, then this Planned Development shall expire; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all Planned Developments, then this Planned Development shall expire upon the

expiration of such shorter time period as provided by said Amendatory Ordinance (the first day of which shall be the effective date of the Amendatory Ordinance). If this Planned Development expires under the provisions of this statement, the zoning of the property shall automatically revert to that of the M3-3 Heavy Manufacturing District.

[Existing Zoning Map; Planned Development Boundary and Property Line Map; Existing Land-Use Map; Right-of-Way Adjustment Map; Landscape Plan; Site Plan; Office Building Elevation Drawing; and Maintenance Building Elevation Drawing referred to in these Plan of Development Statements printed on pages 63337 through 63345 of this Journal.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Manufacturing Planned Development No. _____

Bulk Regulations And Data Table.

Net Site Area:	1,218,605 square feet (27.98 acres).
Maximum Floor Area Ratio:	0.15.

Gross Site Area, 1,285,919 square feet (29.52 acres) = Net Site Area, 1,218,605 square feet (27.98 acres) + Public Right-of-Way, 67,314 square feet (1.545 acres).

Maximum Floor Area Ratio for Total Net Site Area:	0.15.
Minimum Number of Off-Street Parking Spaces:	300.

Number of Off-Street Loading Berths:	As per Site Plan.
Minimum Width of Landscaped Buffer Adjacent to Public Ways:	In accordance with attached Landscape Plan and Public Way Perimeter Section Plan.
Minimum Required Building Setbacks:	In accordance with Site Plan.
Maximum Permitted Building Height:	In accordance with Building Elevations.

Reclassification Of Area Shown On Map Number 12-G.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M2-2 General Manufacturing District symbols and indications as shown on Map No. 12-G in the area bounded by:

West 48th Street; South Oakley Avenue; the alley next south of West 48th Street; a line 231 feet east of South Western Avenue; West 48th Place; and South Western Avenue,

to those of an R4 General Residence District which is hereby established in the area described above subject to such use and bulk regulations as are set forth in the Plan of Development attached hereto and to no others.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 12-G in the area bounded by:

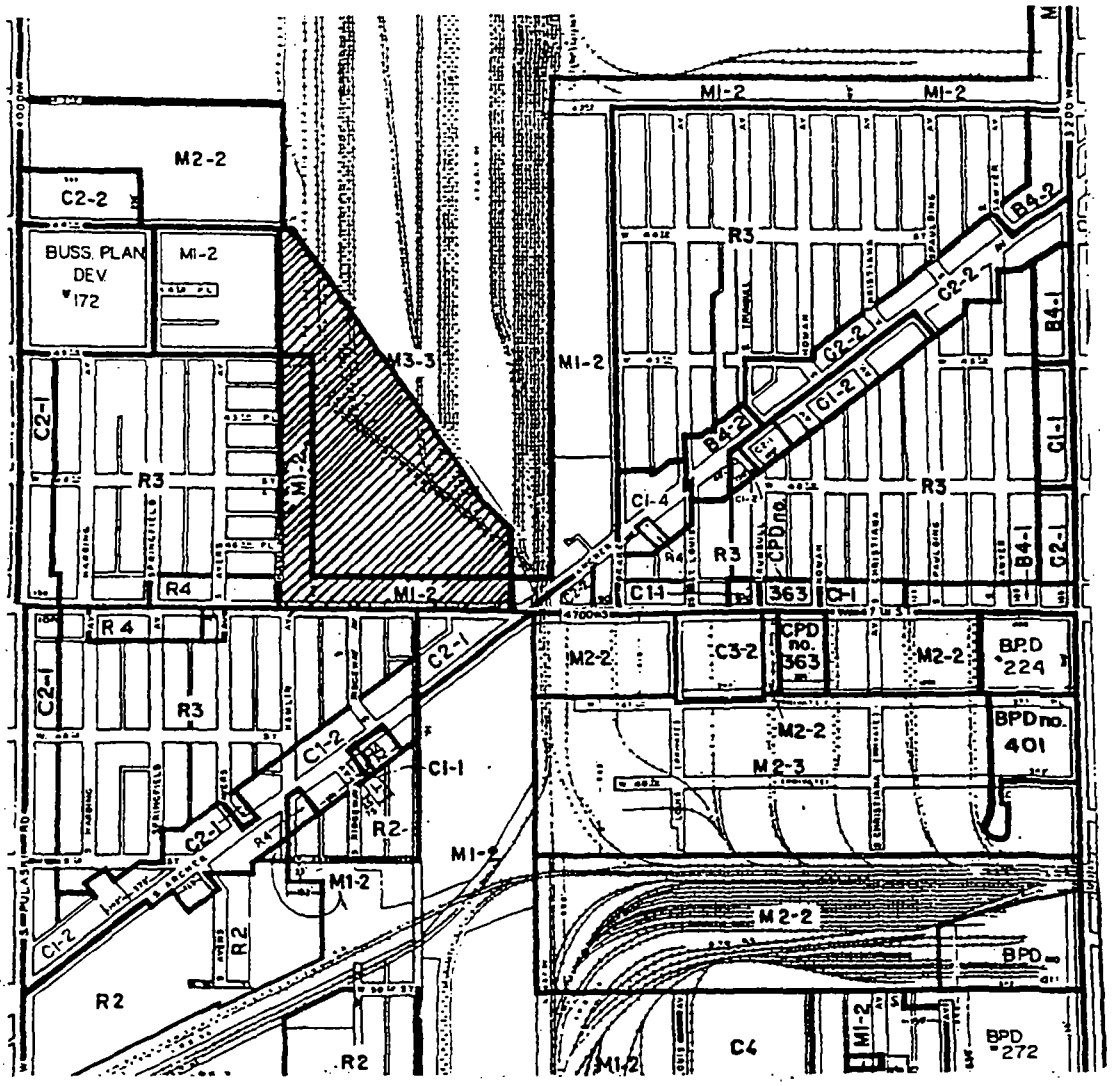
West 48th Street; South Oakley Avenue; the alley next south of West 48th Street; a line 231 feet east of South Western Avenue; West 48th Place; and South Western Avenue,

(Continued on page 63346)

Existing Zoning Map.

MANUFACTURING PLANNED DEVELOPMENT NO.

FINAL FOR PUBLICATION

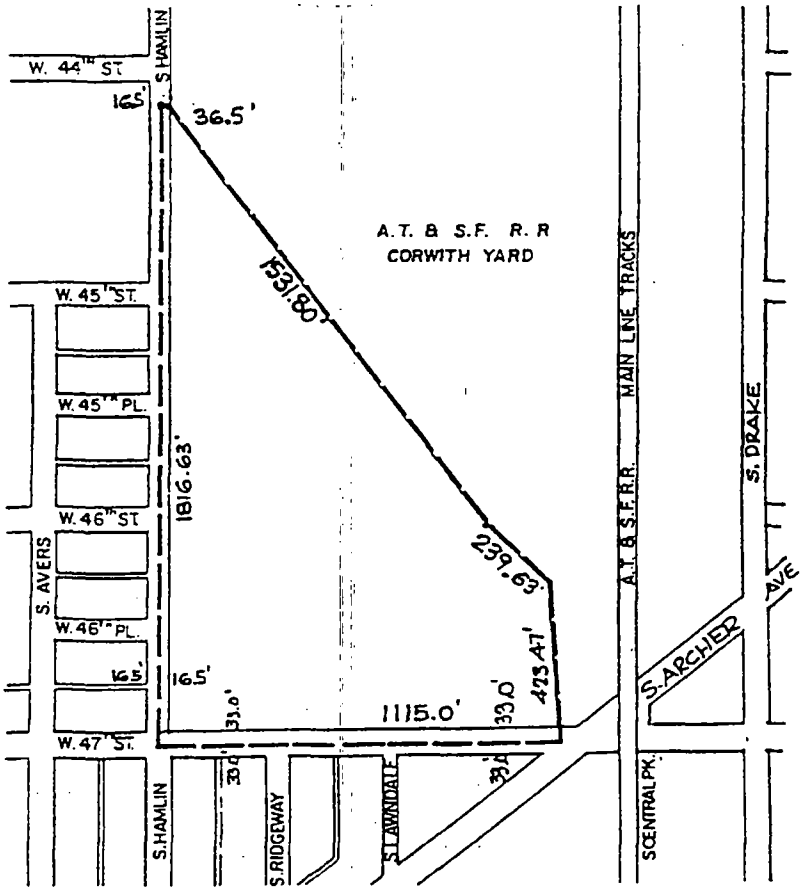


PLANNED DEVELOPMENT BOUNDARY

APPLICANT: THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
ADDRESS: West 47th Street; South Hamlin Avenue
DATE: July 13, 1994

Planned Development Boundary And Property Line Map.

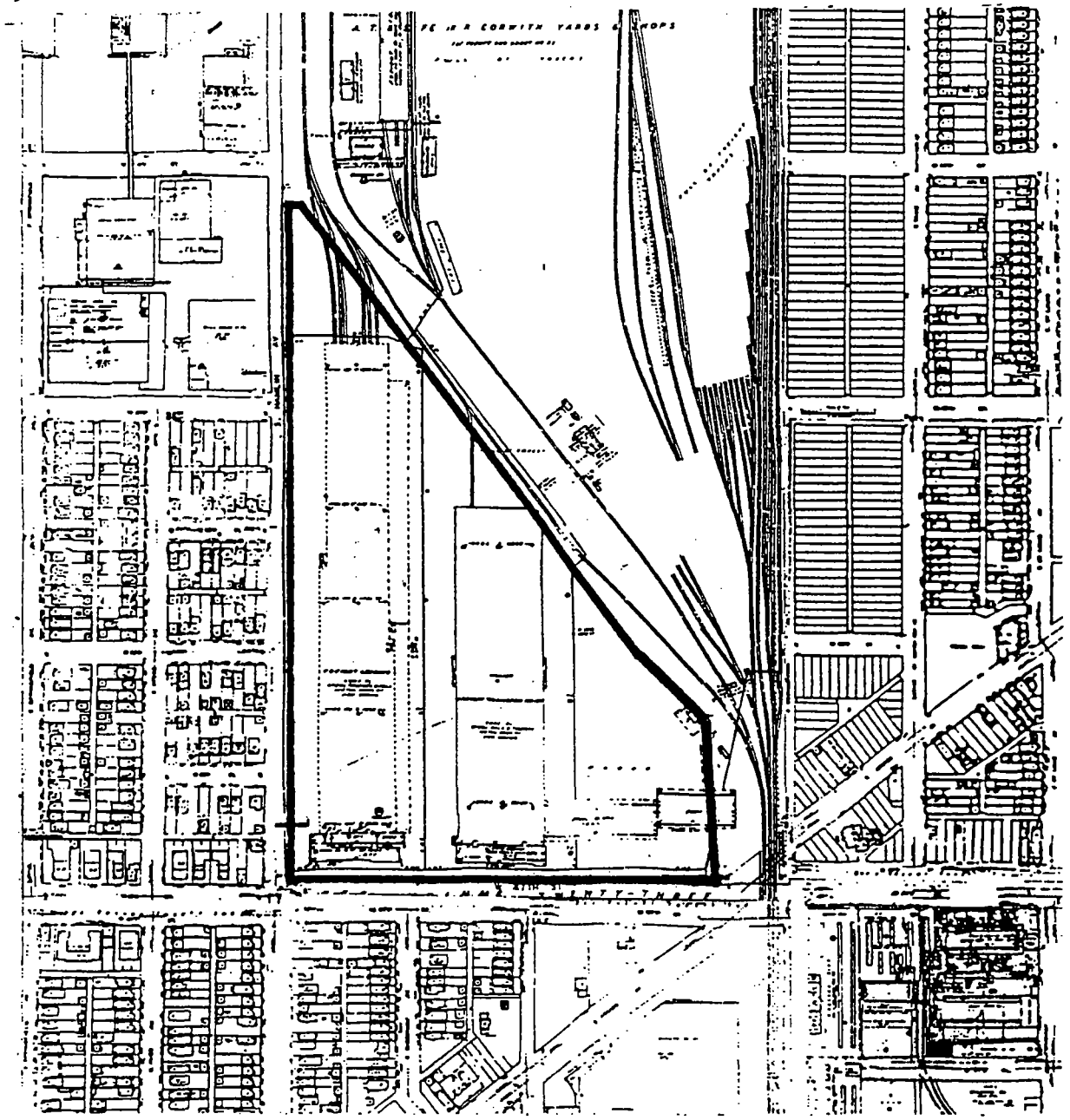
MANUFACTURING PLANNED DEVELOPMENT NO.___



APPLICANT: THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
ADDRESS: West 47th Street; South Hamlin Avenue
DATE: July 13, 1994
REVISED DATE: November 10, 1994

Existing Land-Use Map.

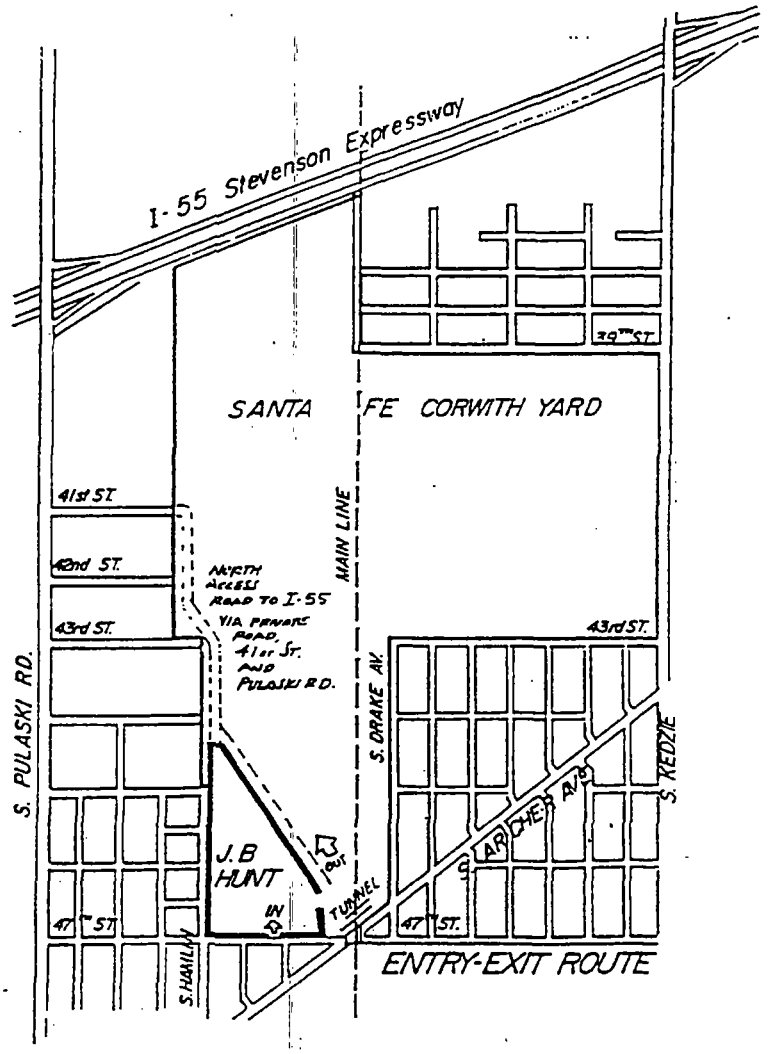
MANUFACTURING PLANNED DEVELOPMENT NO.



APPLICANT THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
ADDRESS West 47th Street; South Hamlin Avenue
DATE July 13, 1994

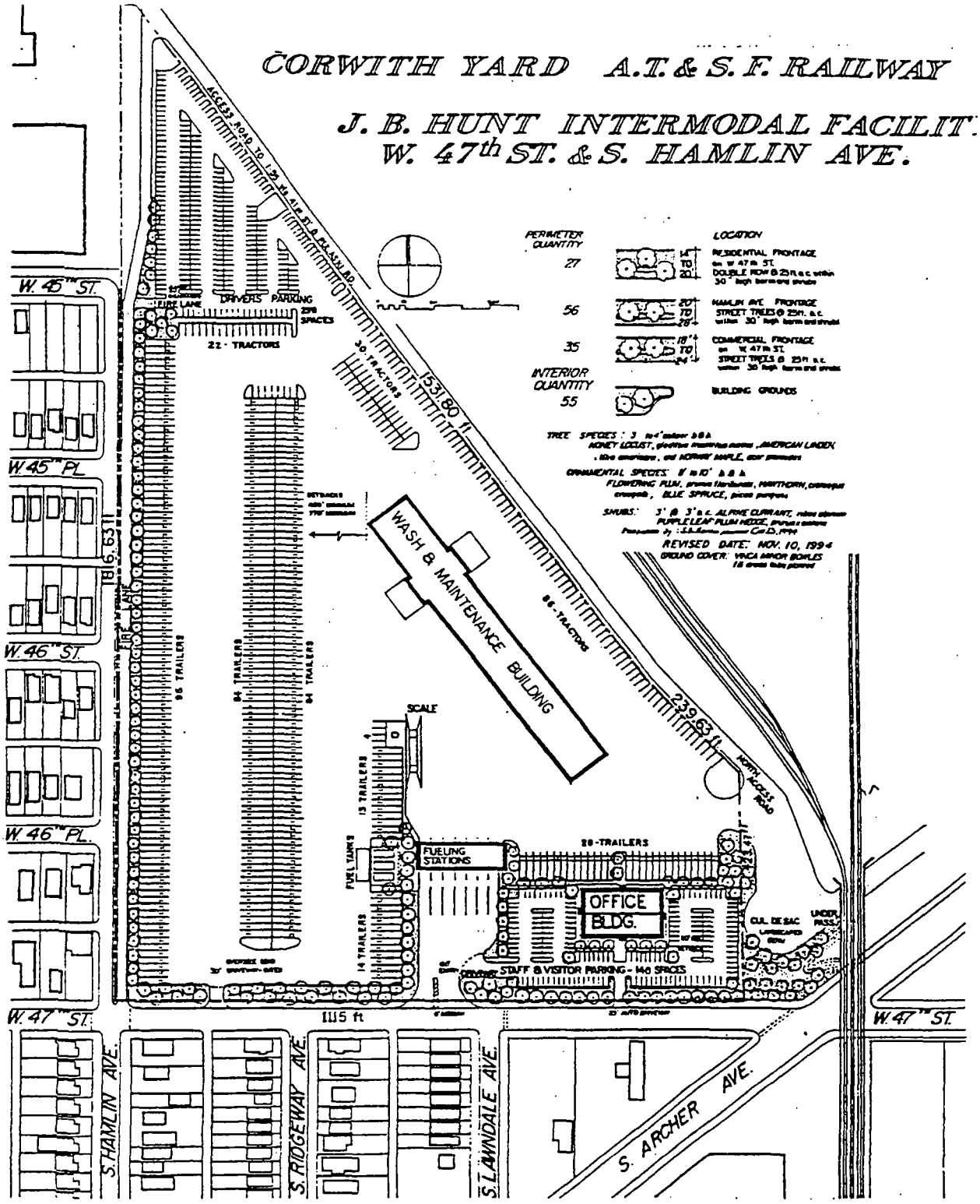
Right-Of-Way Adjustment Map.

MANUFACTURING PLANNED DEVELOPMENT NO.___



APPLICANT: THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
ADDRESS: West 47th Street; South Hamlin Avenue
DATE: July 13, 1994
REVISED DATE: November 10, 1994

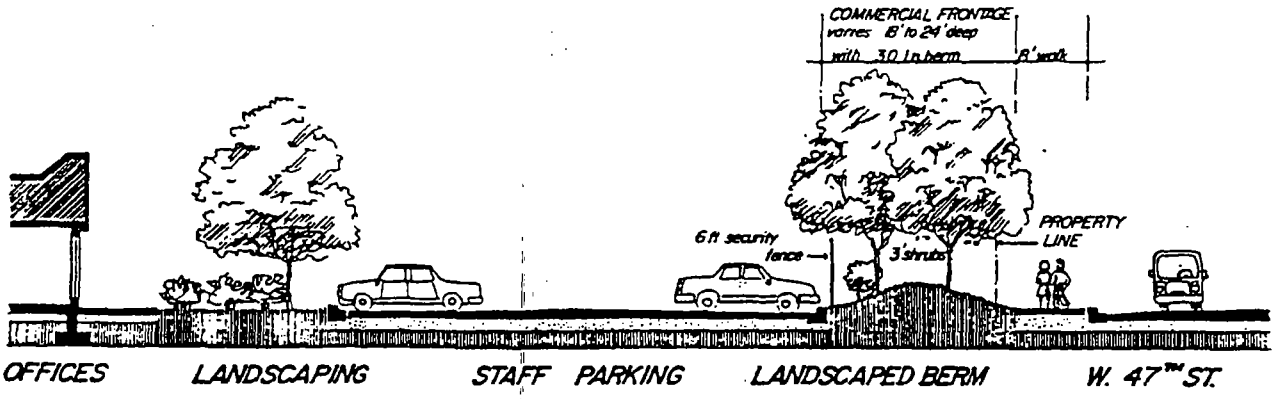
Landscape Plan.
(Page 1 of 2)



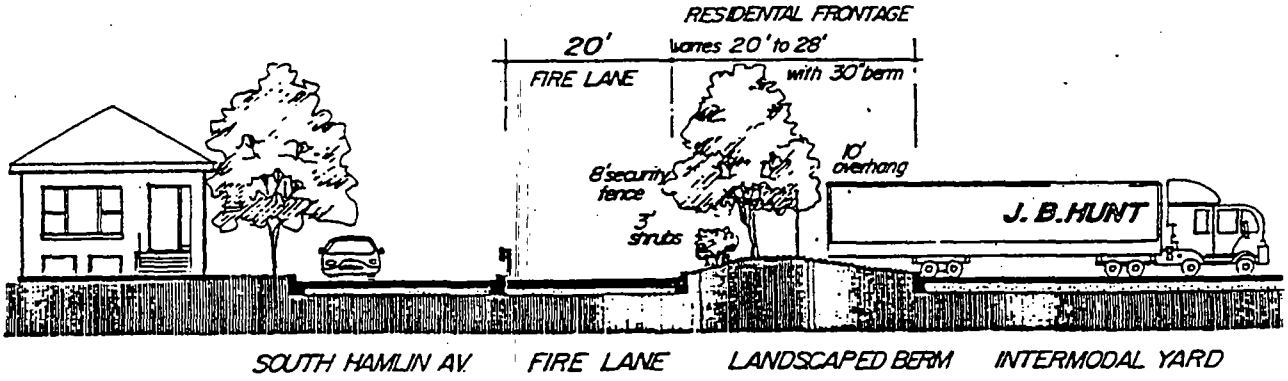
APPLICANT: THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
ADDRESS : West 47th Street; South Hamlin Avenue
DATE : July 13, 1994 REVISED DATE: NOV. 10, 1994

Landscape Plan.
(Page 2 of 2)

PUBLIC WAY PERIMETER SECTIONS



SECTION LOOKING EAST ON 47TH ST

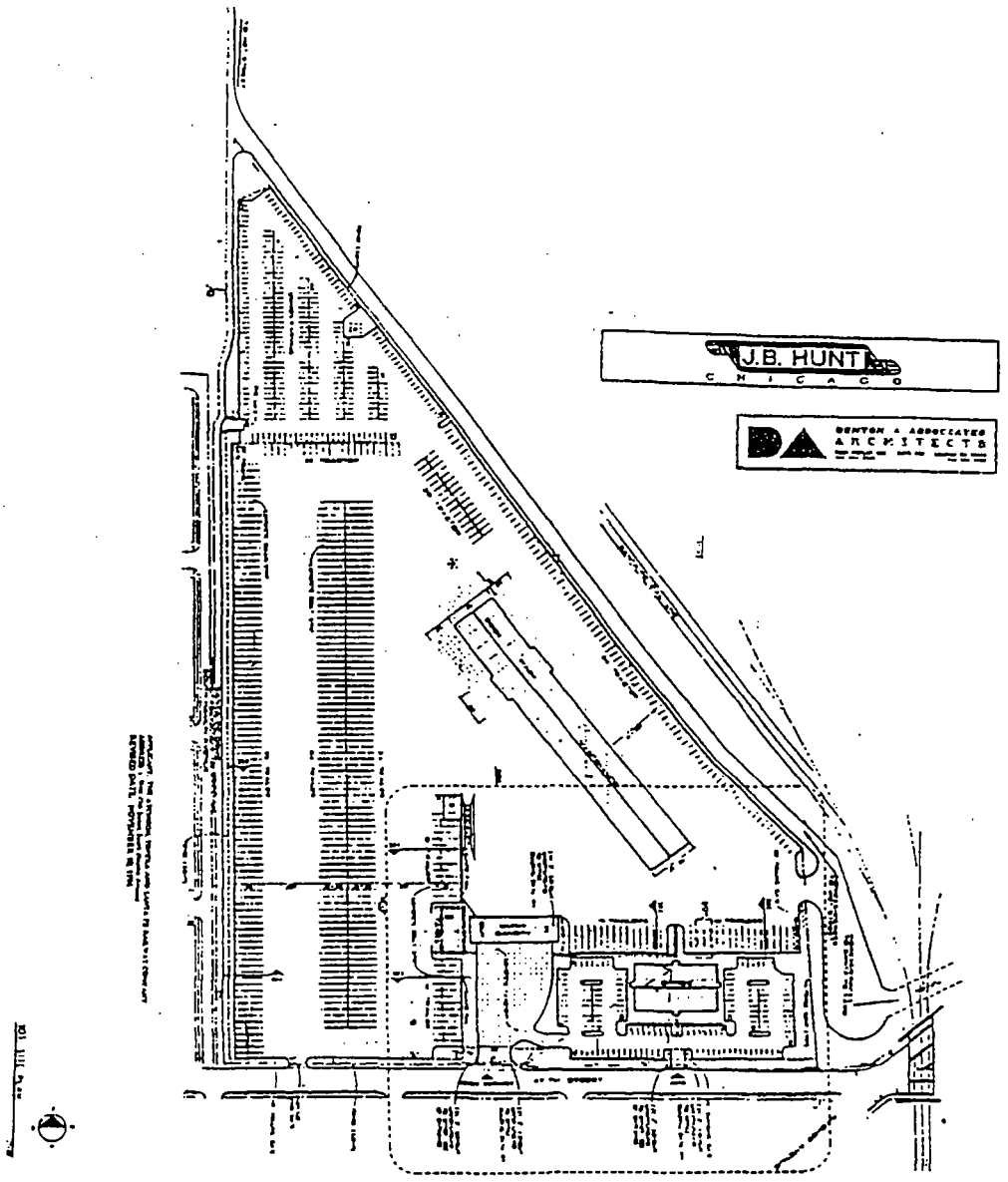


SECTION Looking North on So. Hamlin Ave.

APPLICANT: THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
ADDRESS : West 47th Street; South Hamlin Avenue
DATE : July 13, 1994 REVISED DATE: NOV. 10, 1994

Site Plan.

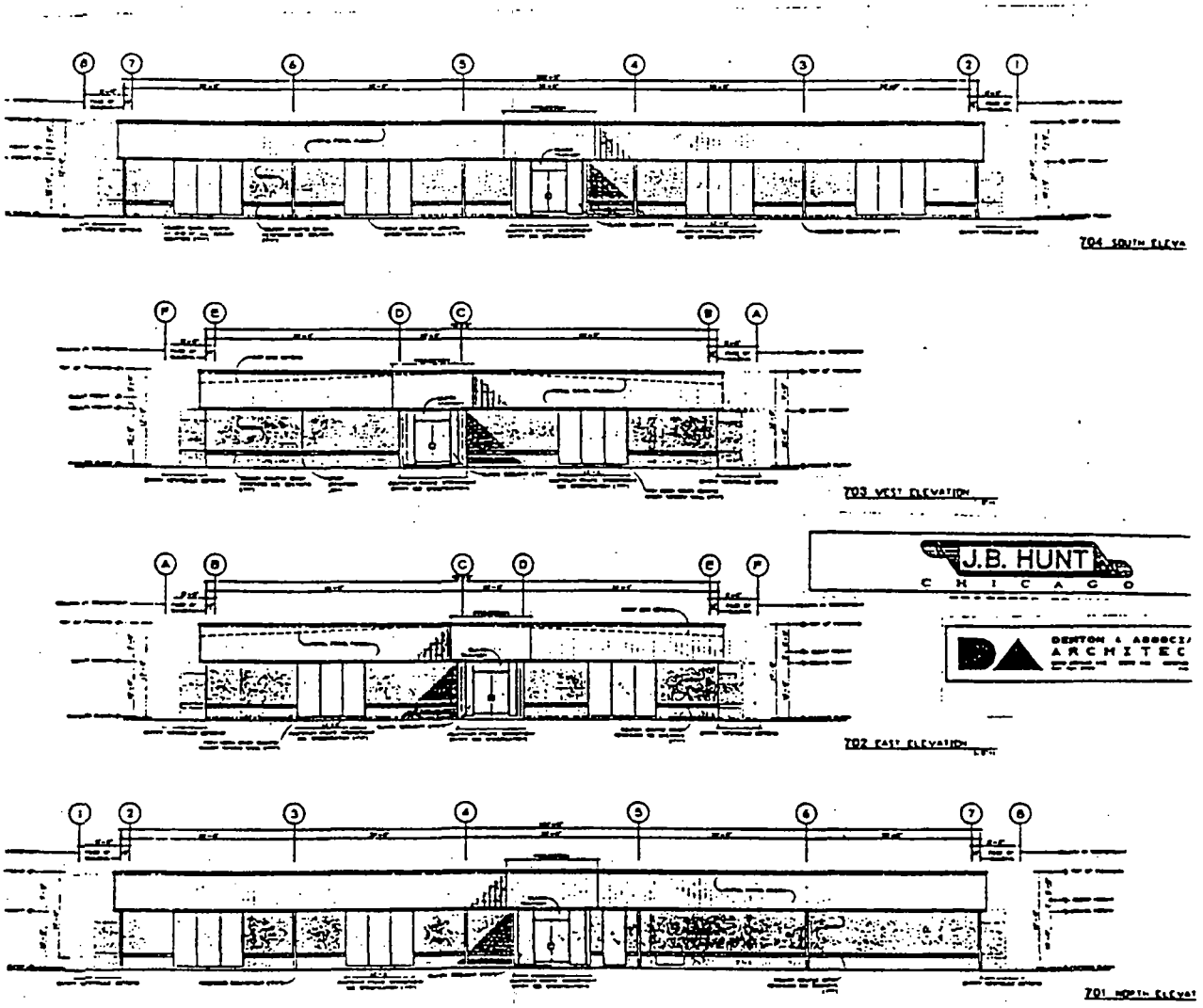
MANUFACTURING PLANNED DEVELOPMENT NO. ___



APPLICANT: THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
ADDRESS : West 47th Street; South Hamlin Avenue
DATE : July 13, 1994
REVISED DATE: November 10, 1994

Office Building Elevations.

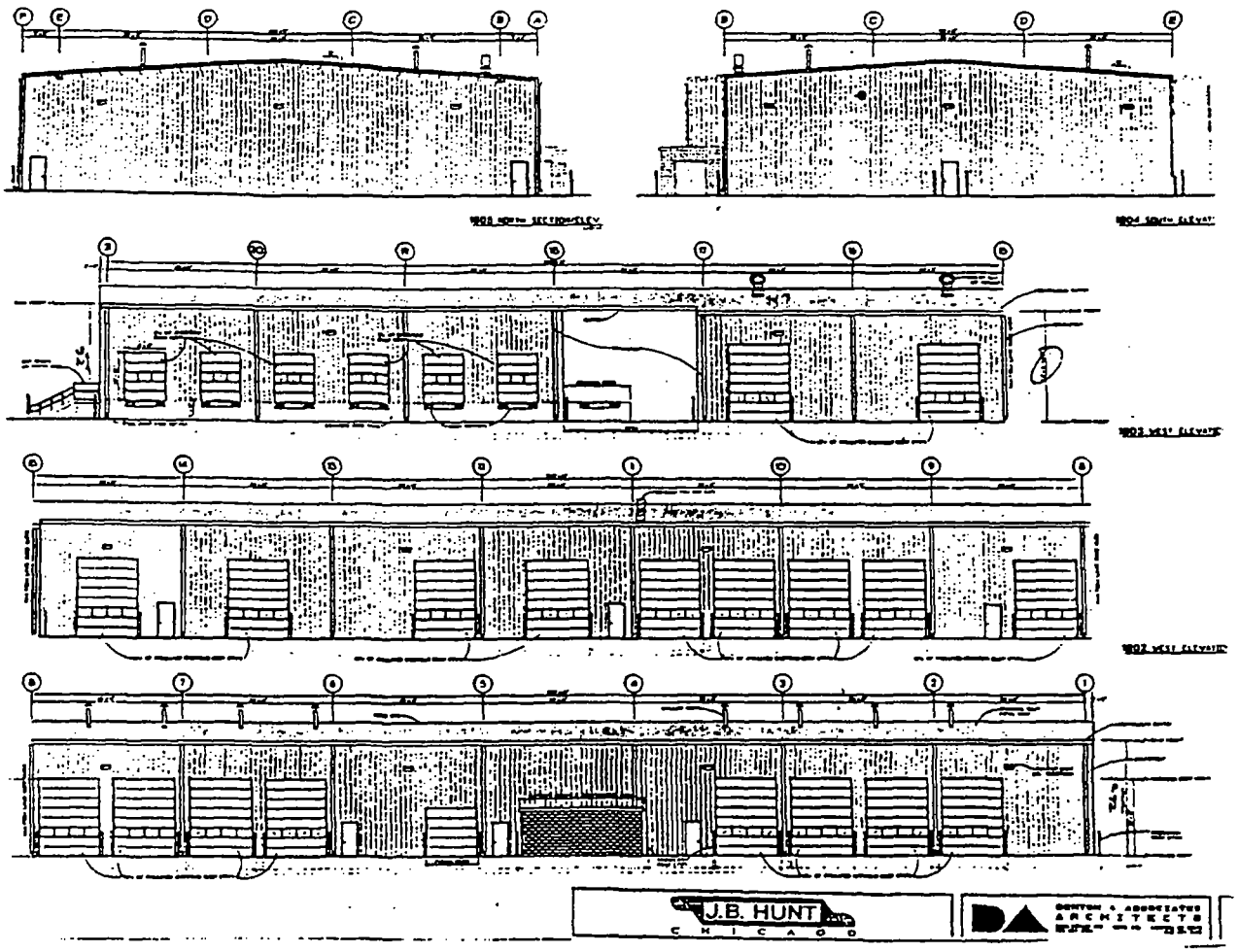
MANUFACTURING PLANNED DEVELOPMENT NO. ___



APPLICANT: THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
ADDRESS : West 47th Street; South Hamlin Avenue
DATE : July 13, 1994
REVISED DATE: November 10, 1994

Maintenance Building Elevations.

MANUFACTURING PLANNED DEVELOPMENT NO. ___



APPLICANT: THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
ADDRESS : West 47th Street; South Hamlin Avenue
DATE : July 13, 1994
REVISED DATE: November 10, 1994

(Continued from page 63336)

to those of an Institutional Planned Development which is hereby established in the area described above subject to such use and bulk regulations as are set forth in the Plan of Development attached hereto and to no others.

SECTION 3. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Institutional Planned Development

Plan Of Development

Statements.

1. The area delineated herein as an Institutional Planned Development (the "Planned Development") consists of approximately 84,365 square feet (1.936 acres) of property which is depicted on the attached Planned Development Boundary, Property Line and Right-of-Way Adjustment Map (the "Property") and is owned or controlled by the Applicant, Highlander Care Center, L.L.C..

2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant. Any dedication or vacation of streets, alleys or easements or any adjustment of right-of-way shall require a separate submittal on behalf of the Applicant and approval by the City Council.

3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal title holders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal title holder and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time of applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of

this paragraph shall mean that any application to the City for anyamendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property and any ground lessors.

Nothing herein shall be construed to mean that any individual owner, or any ground lessors, of the Property or any portion thereof is relieved of obligations imposed hereunder or rights granted herein or is not subject to City action pursuant to this Planned Development. In addition, nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property or any rights, interests or obligations therein. Upon any alienation, sale or any other transfer of all or any portion of the Property or the rights therein, except any assignment or transfer of rights pursuant to a mortgage or otherwise as collateral for any indebtedness, and solely with respect to the portion of the Property so transferred, the term Applicant shall be deemed amended to apply to the transferee thereof (and its beneficiaries if such transferee is a land trust) and the seller or transferor thereof (and its beneficiaries if such seller or transferor is a land trust) shall thereafter be released from and all obligations or liability hereunder.

4. This Plan of Development consists of thirteen (13) statements; an Existing Zoning Map; a Planned Development Boundary, Property Line and Right-of-Way Adjustment Map; a Generalized Land-Use Plan; an Existing Land-Use Map; a Bulk Regulations and Data Table; a Site Plan prepared by Shayman Salk Arenson Sussholz & Company dated October 20, 1994 (the "Site Plan"); a Landscape Plan prepared by Shayman Salk Arenson Sussholz & Company and Teska Associates dated October 20, 1994 (the "Landscape Plan"); and Building Elevations prepared by Shayman Salk Arenson Sussholz & Company dated October 20, 1994 (the "Building Elevations"). Reduced copies of the Site Plan, the Landscape Plan and Building Elevations are attached hereto and full-sized copies are on file with the Department of Planning and Development. These and no other zoning controls shall apply to the Property. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a Planned Development.

5. The following uses shall be permitted in the area delineated herein as Institutional Planned Development:

Nursing home, accessory parking and accessory uses, including broadcast and telecommunications structures, equipment and installations including parabolic transmitting and receiving antennae which may exceed eight feet in diameter.

6. Business identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development. Temporary signs such as construction and marketing signs also shall be permitted subject to the review and approval of the Department of Planning and Development.

7. Off-street parking and loading facilities shall be provided in compliance with this Planned Development subject to the review of the Department of Transportation and the approval of the Department of Planning and Development. A minimum of two percent (2%) of all parking spaces provided within the Planned Development shall be designated and designed for parking for the handicapped.

8. Any service drive or other ingress and egress shall be adequately designed and paved, in accordance with the regulations of the Department of Transportation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review and approval of the Bureau of Traffic Engineering and Operations and the Department of Planning and Development.

9. In addition to the maximum heights of the buildings and any appurtenances attached thereto prescribed in this Planned Development, the height of the improvements and any appurtenances attached thereto also shall be subject to:

   (a) Height limitations as certified and approved by the Federal Aviation Administration; and

   (b) Airport zoning regulations as established by the Department of Planning, Department of Aviation and Department of Law and approved by the City Council.

10. The improvements on the Property, including the on-site exterior landscaping and the landscaping along the adjacent rights-of-way and all entrances and exits to and from the parking and loading areas, shall be designed, constructed and maintained in substantial conformance with the Site Plan, the Landscape Plan and Building Elevations. In addition, parkway trees shall be installed and maintained in accordance with the parkway tree planting provisions of the Chicago Zoning Ordinance.

11. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with the most current energy efficiency standards published by the American Society of Heating, Refrigerating and Air Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S.").

12. The requirements of this Planned Development may be modified, administratively, by the Commissioner of the Department of Planning and Development upon the application for such a modification by the Applicant and a determination by the Commissioner of the Department of Planning and Development that such modification is minor, appropriate and consistent with the nature of the improvements contemplated by this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of these statements by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

13. Unless substantial construction of the improvements contemplated by this Planned Development has commenced within ten (10) years following adoption of this Planned Development, and unless completion thereof is diligently pursued, then this Planned Development shall expire; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all planned developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided by said amendatory ordinance (the first day of which as applied to this Planned Development shall be the effective date of the amendatory ordinance). If this Planned Development expires under the provisions of this section, then the zoning of the Property shall automatically revert to an R4 General Residence District.

[Existing Zoning Map; Planned Development Boundary, Property Line and Right-Of-Way Adjustment Map; Generalized Land-Use Plan; Existing Land-Use Map; Site Plan; Landscape Plan; and Elevation Drawings referred to in these Plan of Development Statements printed on pages 63351 through 63358 of this Journal.]

Use and Bulk Regulations and Data referred to in these Plan of Development Statements read as follows:

Institutional Planned Development

Plan Of Development

Use And Bulk Regulations And Data.

General Description of Land Use:	See Statement No. 5.
Maximum Permitted Floor Area Ratio:	1.0.

Gross Site Area, 145, 907.4 square feet = Net Site Area, 84, 365 square feet + Area Remaining in Public Right-of-Way, 61,542.4 square feet.

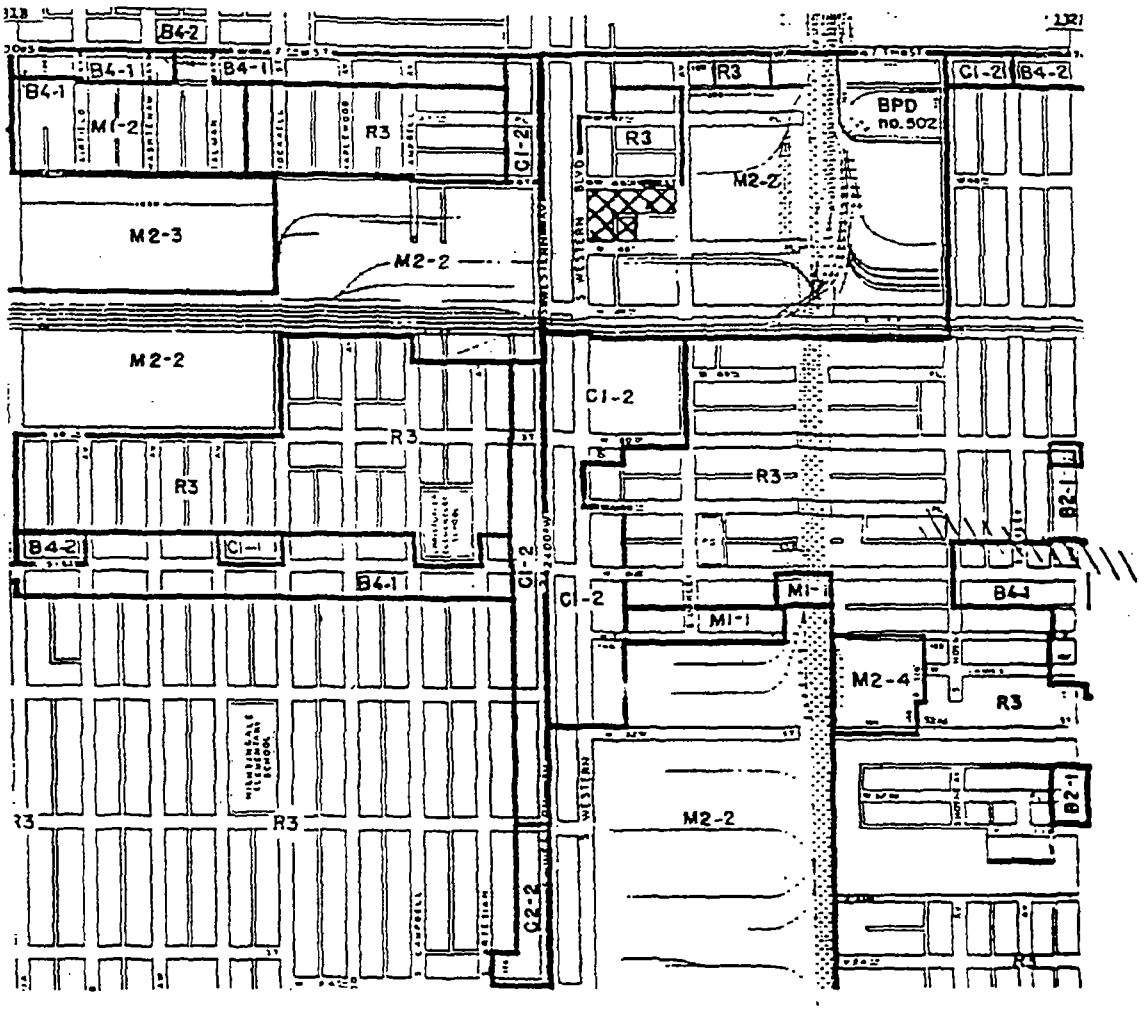
Setbacks from Property Line:	In substantial conformance with the Site Plan and the Plan of Development Statements.
Maximum Percentage of Site Coverage:	In substantial conformance with the Site Plan.
Maximum Number of Beds:	245.
Minimum Number of Off-Street Parking:	64 spaces.
Minimum Number of Off-Street Loading Berths:	1 berth.
Maximum Building Height:	40 feet.

Reclassification Of Area Shown On Map Number 12-K.

Be It Ordained by the City Council of the City of Chicago:

(Continued on page 63359)

Existing Zoning Map.



Legend

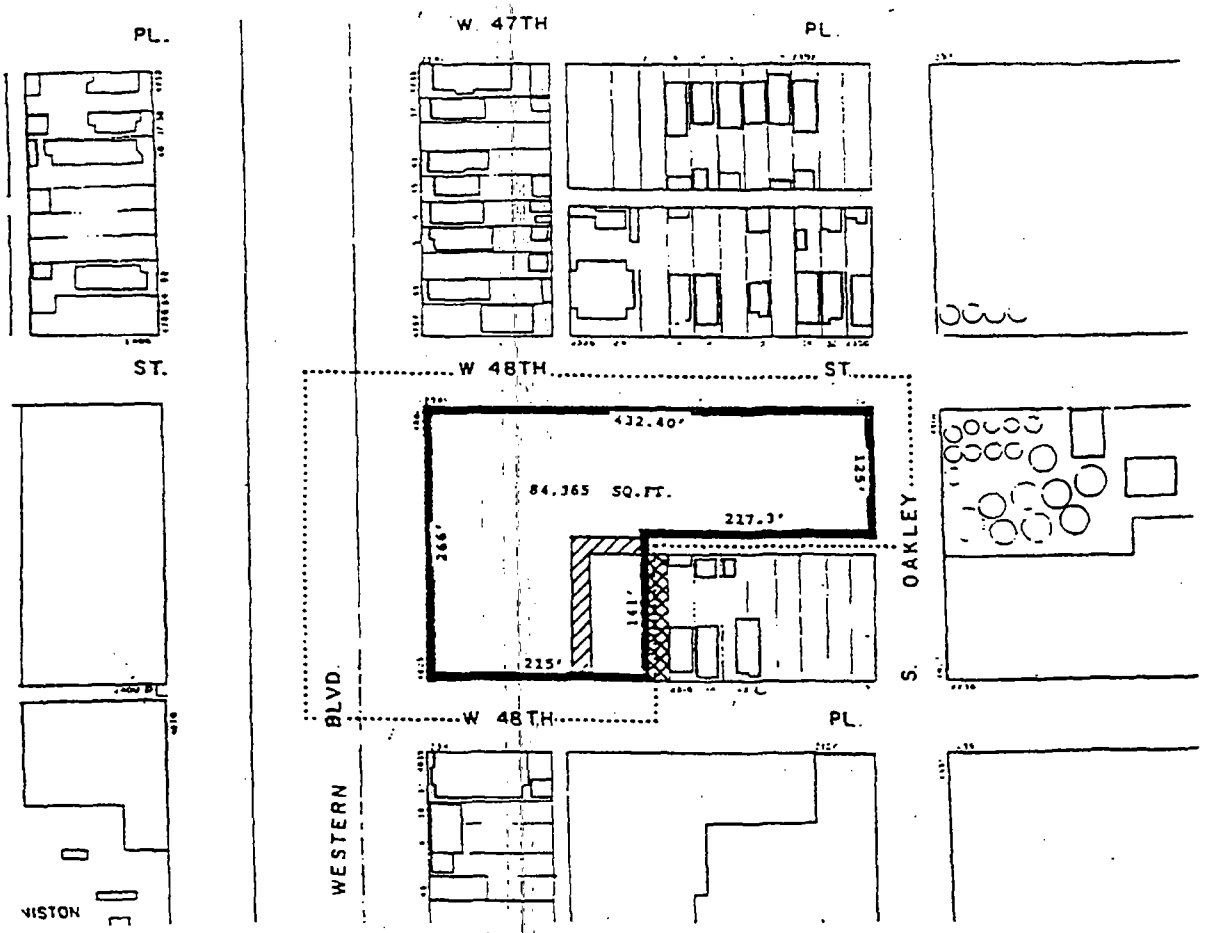
Subject Property

Zoning Boundaries

Applicant: Highlander Care Center, L.L.C.
Address: 643 North Orleans Street, Chicago, IL 60610
Date: July 11, 1994
Revised: October 20, 1994

Planned Development Boundary, Property Line
And Right-Of-Way Adjustment Map.

PLANNED DEVELOPMENT BOUNDARY,

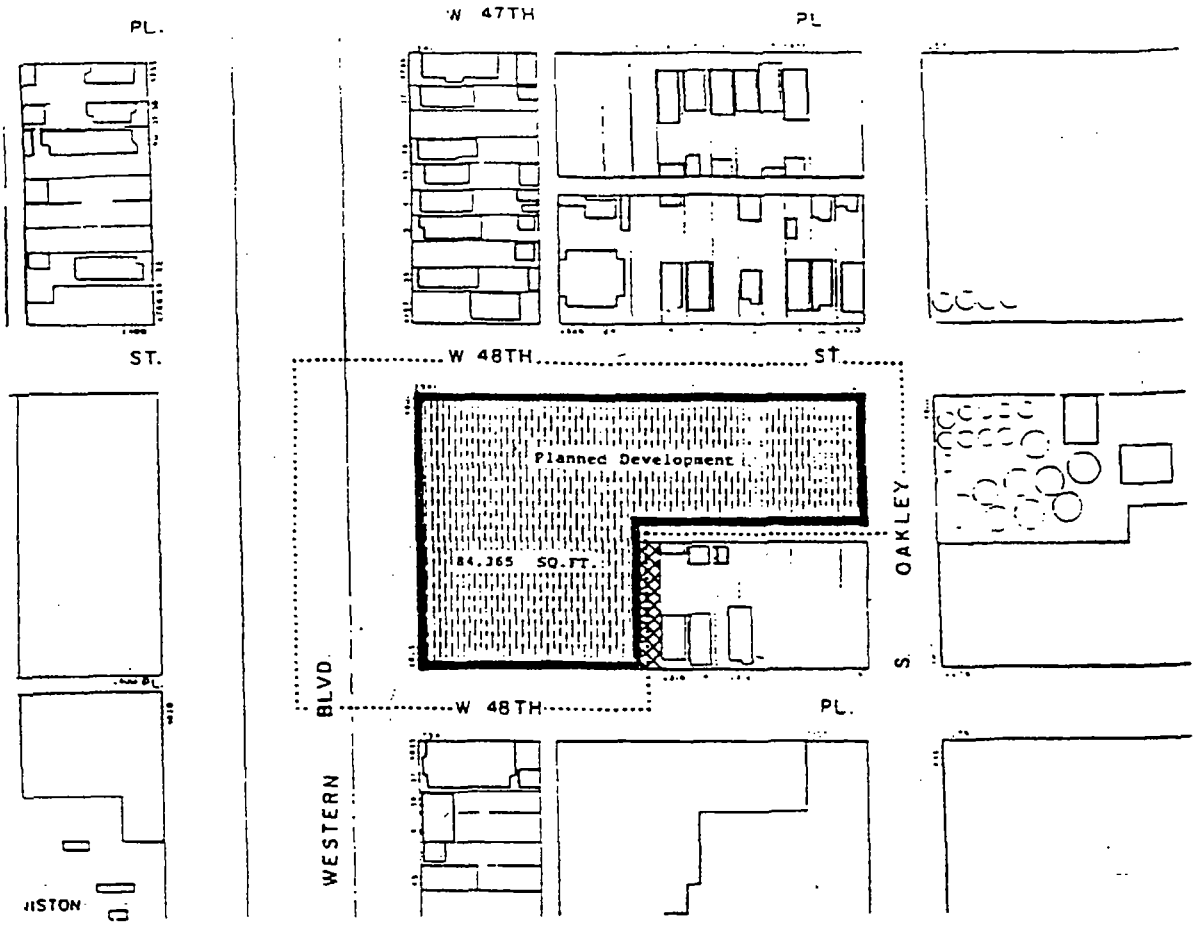


Legend

.....	Planned Development Boundary
▬▬▬	Property Line
⧄⧄⧄	Alley to be dedicated
//////	Alley to be vacated

Applicant:	Highlander Care Center, L.L.C.
Address:	643 North Orleans Street, Chicago, IL 60610
Date:	July 11, 1994
Revised:	October 20, 1994

Generalized Land-Use Plan.

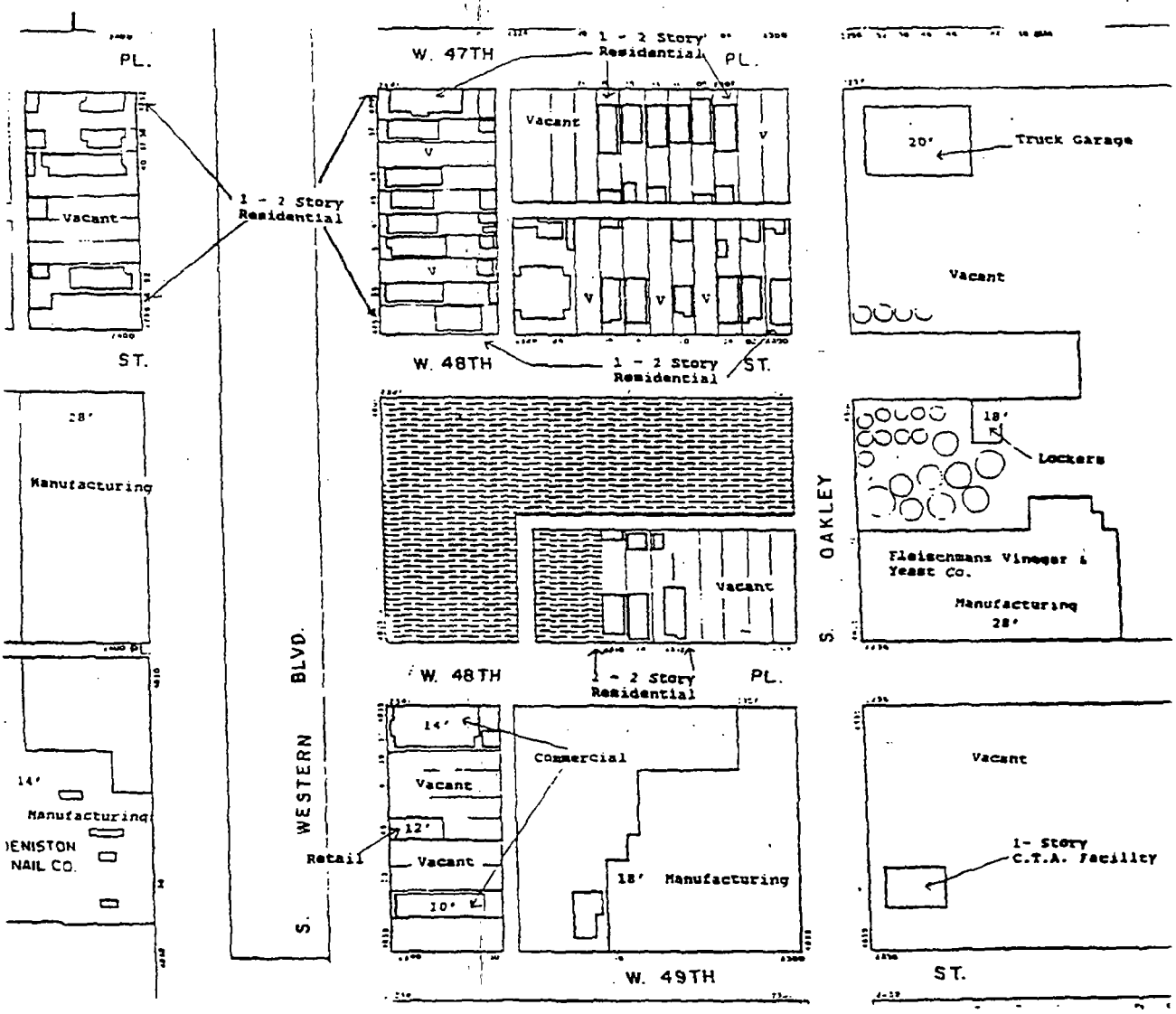


Legend

.....	Planned Development Boundary
▬▬▬	Property Line
▨	Alley to be dedicated
▥	See Statement #5

Applicant: Highlander Care Center, L.L.C.
Address: 643 North Orleans Street, Chicago, IL 60610
Date: July 11, 1994
Revised: October 20, 1994

Existing Land Use Map.

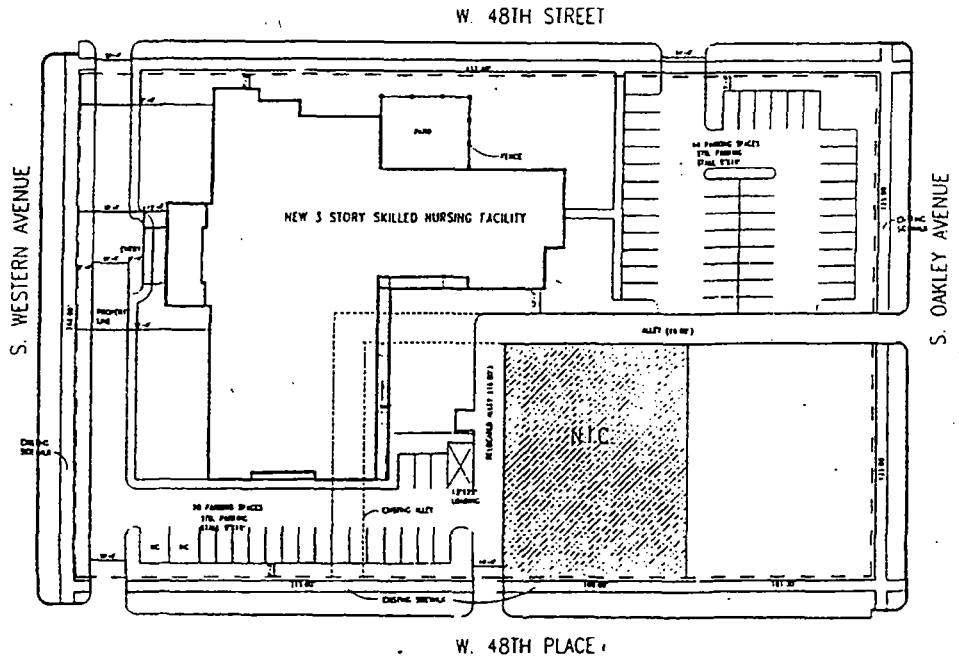


Legend

	Subject Property	V	Vacant

Applicant:	Highlander Care Center, L.L.C.
Address:	643 North Orleans Street, Chicago, IL 60610
Date:	July 11, 1994
Revised:	October 20, 1994

Site Plan.



PROJECT DATA

LOT AREA 84,365 SQ.FT.

BUILDING AREA

BASEMENT	23,475 SQ.FT.
FIRST FLOOR	25,865 SQ.FT.
SECOND FLOOR	24,555 SQ.FT
THIRD FLOOR	24,555 SQ.FT.
TOTAL AREA	98,450 SQ.FT.
WITHOUT BASEMENT	74,975 SQ.FT

TOTAL PARKING SPACES	64
LOADING	1

NO. OF BEDS

FIRST FLOOR	79 BEDS
SECOND FLOOR	83 BEDS
THIRD FLOOR	83 BEDS
TOTAL	245 BEDS

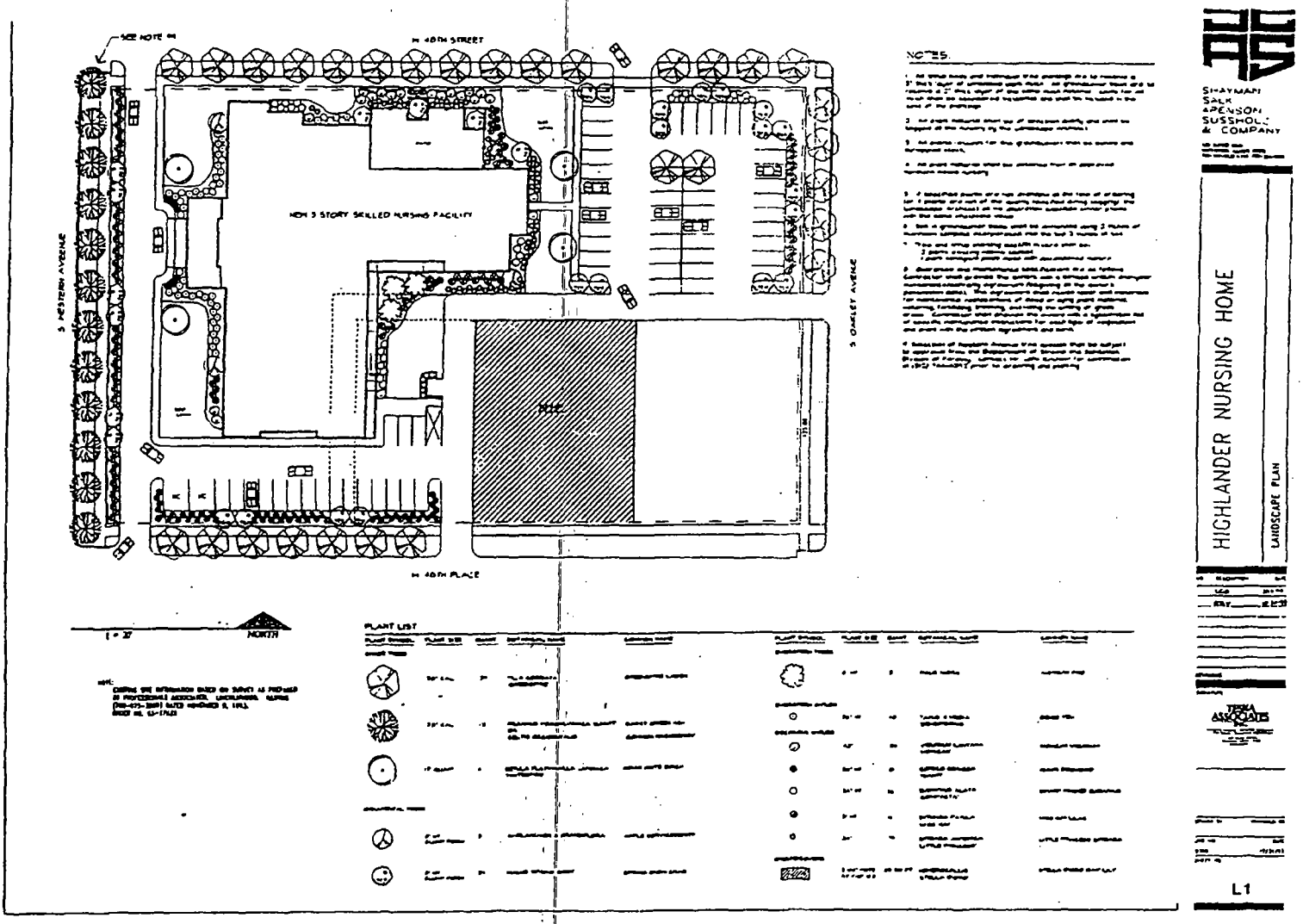
SHAYMAN SALK AMENSON SUSSMOLL & COMPANY

HIGHLANDER NURSING HOME

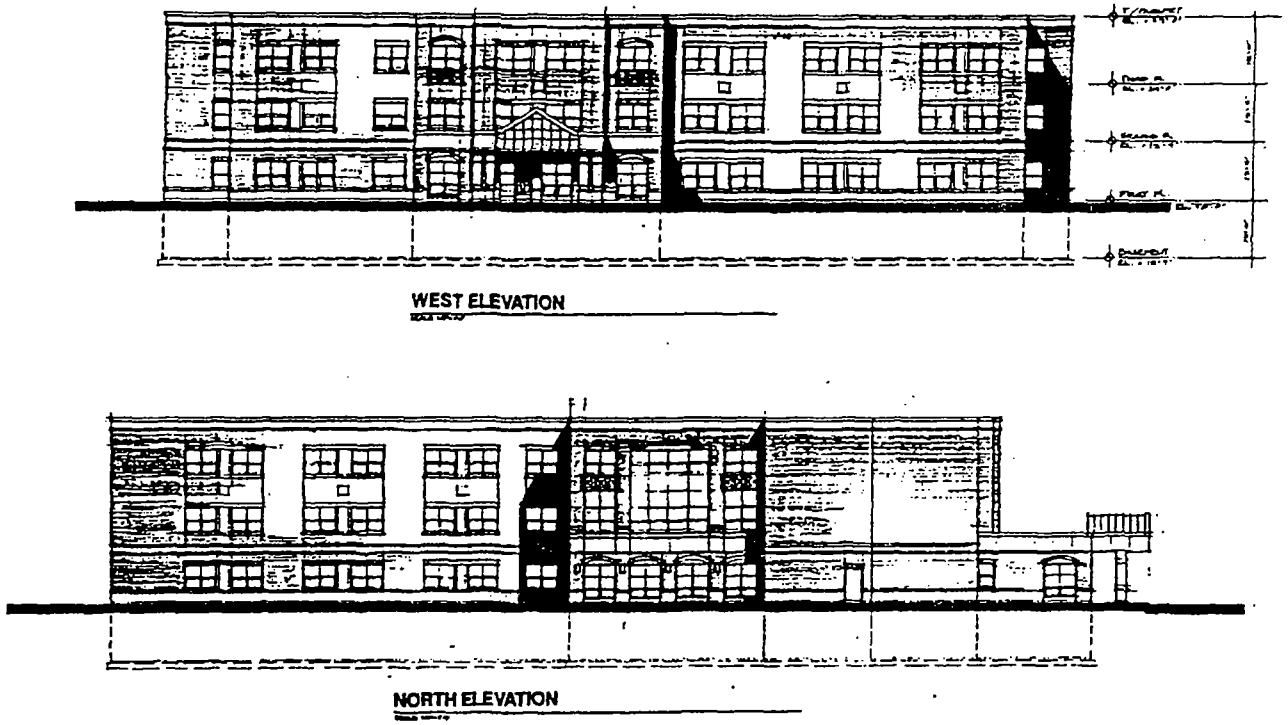
PRELIMINARY SITE PLAN

A-1

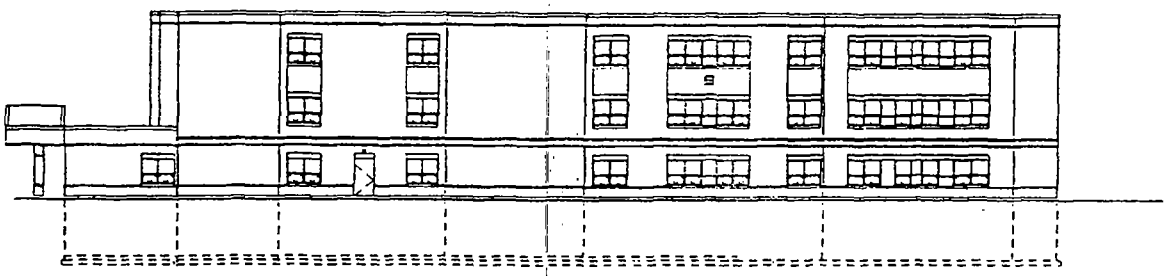
Landscape Plan.



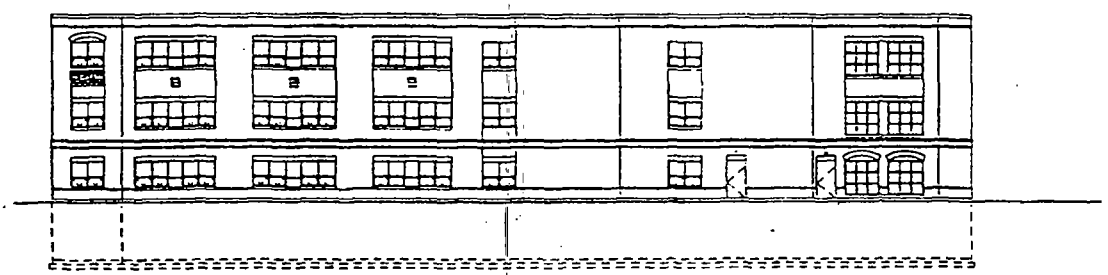
Building Elevation.
(Page 1 of 2)



Building Elevation.
(Page 2 of 2)



SOUTH ELEVATION



EAST ELEVATION

SHAYMAN SALK ARENSON SUSSHOLZ & COMPANY

HIGHLANDER NURSING HOME

BUILDING ELEVATIONS

(Continued from page 63350)

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 12-K in the area bounded by:

> a line 359.37 feet north of West 49th Street; the alley next east of and parallel to South Knox Avenue; West 49th Street; and South Knox Avenue,

to those of an R2 Single-Family Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 13-H.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R4 General Residence District symbols and indications as shown on Map No. 13-H in the area bounded by:

> a line 60 feet south of West Foster Avenue; the alley next east of and parallel to North Wolcott Avenue; West Argyle Street; the alley next east of and parallel to North Wolcott Avenue; West Ainslie Street, or a line thereof if extended where no street exists; the alley next east of and parallel to North Wolcott Avenue; a line 126 feet north of West Lawrence Avenue; North Wolcott Avenue; a line 140 feet north of West Lawrence Avenue; North Winchester Avenue; a line 125 feet north of West Lawrence Avenue; the alley next west of and parallel to North Winchester Avenue, West Argyle Street; North Damen Avenue; a line 125 feet north of West Winona Street; the alley next west of and parallel to North Winchester Avenue; a line 100 feet south of West Foster Avenue; and the alley next west of and parallel to North Wolcott Avenue,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 13-J.
(As Amended)

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 13-J in the area bounded by:

a line 1,018.30 feet south of West Bryn Mawr Avenue; North St. Louis Avenue; a line 1,305.71 feet south of West Bryn Mawr Avenue; and a line 628.37 feet west of North St. Louis Avenue,

to those of a B2-1 Restricted Retail District and a corresponding use district is hereby established in the area described above.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the B2-1 Restricted Retail District symbols and indications as shown on Map No. 13-J in the area bounded by:

a line 1,018.30 feet south of West Bryn Mawr Avenue; North St. Louis Avenue; a line 1,305.71 feet south of West Bryn Mawr Avenue; and a line 628.37 feet west of North St. Louis Avenue,

to those of an Institutional Planned Development which is hereby established in the area described above subject to such use and bulk regulations as are set forth in the Plan of Development attached hereto and to no others.

SECTION 3. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Institutional Planned Development

Plan Of Development

Statements.

1. The area delineated herein as an Institutional Planned Development (the "Planned Development") consists of approximately 180,066

square feet (4.13 acres) of property which is depicted on the attached Planned Development Boundary and Property Line Map (the "Property") and is owned or controlled by the Applicant, Chicago Educational Television Association.

2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant, its successors, assignees or grantees. Any dedication or vacation of streets, alleys or easements or any adjustment of right-of-way shall require a separate submittal on behalf of the Applicant and approval by the City Council.

3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal title holders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal title holder and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time of applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property and any ground lessors.

   Nothing herein shall be construed to mean that any individual owner, or any ground lessors, of the Property or any portion thereof is relieved of obligations imposed hereunder or rights granted herein or is not subject to City action pursuant to this Planned Development. In addition, nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property or any rights, interests or obligations therein. Upon any alienation, sale or any other transfer of all or any portion of the Property or the rights therein, except any assignment or transfer of rights pursuant to a mortgage or otherwise as collateral for any indebtedness, and solely with respect to the portion of the Property so transferred, the term Applicant shall be deemed amended to apply to the transferee thereof (and its beneficiaries if such transferee is a land trust) and the seller or transferor thereof (and its beneficiaries is such seller or transferor is a land trust) shall thereafter be released from any and all obligations or liability hereunder.

4. This Plan of Development consists of twelve (12) statements; an Existing Zoning Map; a Planned Development Boundary and

Property Line Map; a Generalized Land-Use Map; an Existing Land-Use Map; a Bulk Regulations and Data Table; a Site/Landscape Plan prepared by Harold R. Lutz & Associates, dated October 20, 1994; and Building Elevations prepared by Harold R. Lutz & Associates, dated October 20, 1994. Reduced copies of the Site/Landscape Plan and Building Elevations are attached hereto and full-size copies are on file with the Department of Planning and Development. These and no other zoning controls shall apply to the Property. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a Planned Development.

5. The following uses are permitted in the Planned Development subject to the restrictions in Statement 10 and in the Bulk Regulations and Data Table:

Radio and television broadcasting stations, business and professional offices, radio and television production and studio uses, radio network syndication uses, accessory parking and accessory uses, including broadcast and telecommunications structures, equipment and installations including parabolic transmitting and receiving antennae such as earth station antennae which may exceed eight feet in diameter. The Applicant agrees that studio audiences shall not be permitted to occupy two television studios concurrently.

6. Business identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development. Temporary signs such as construction and marketing signs also shall be permitted subject to the review and approval of the Department of Planning and Development.

7. Off-street parking and loading facilities shall be provided in compliance with this Planned Development subject to the review of the Department of Transportation and the approval of the Department of Planning and Development. A minimum of two percent (2%) of all parking spaces provided within the Planned Development shall be designated and designed for parking for the handicapped.

8. Any service drive or other ingress or egress shall be adequately designed and paved, in accordance with the regulations of the Department of Transportation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas.

Ingress and egress shall be subject to the review and approval of the Bureau of Traffic Engineering and Operations and the Department of Planning and Development.

9. In addition to the maximum heights of the buildings and any appurtenances attached thereto prescribed in this Planned Development, the height of the improvements and any appurtenances attached thereto also shall be subject to:

   (a) Height limitations as certified and approved by the Federal Aviation Administration; and

   (b) Airport zoning regulations as established by the Department of Planning and Development, Department of Aviation and Department of Law and approved by the City Council.

10. The improvements on the Property, including the on-site exterior landscaping and the landscaping along the adjacent right-of-way and all entrances and exists to and from the parking and loading areas, shall be designed, constructed and maintained in substantial conformance with the Site/Landscaping Plan. In addition, parkway trees shall be maintained in accordance with the parkway tree planting provisions of the Chicago Zoning Ordinance and corresponding guidelines and regulations .

11. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with the most current energy efficiency standards published by the American Society of Heating, Refrigerating and Air-Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S.").

12. The requirements of this Planned Development may be modified, administratively, by the Commissioner of the Department of Planning and Development upon the application for such a modification by the Applicant and a determination by the Commissioner of the Department of Planning and Development that such modification is minor, appropriate and consistent with the nature of the improvements contemplated by this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of these Statements by the Commissioner of the Department of Planning and Development

shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

[Existing Zoning Map; Planned Development Boundary and Property Line Map; Generalized Land-Use Map; Existing Land-Use Map; Site/Landscape Plan; and Building Elevation Drawings referred to in these Plan of Development Statements printed on pages 63366 through 63371 of this Journal.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements read as follows:

Institutional Planned Development.

Plan Of Development

Bulk Regulations And Data Table.

Maximum Permitted Floor Area Ratio:	0.9.

Gross Site Area, 189,550.5 square feet (4.35 acres) = Net Site Area, 180,066 square feet (4.13 acres) + Area Remaining in Public Right-of-Way, 9,484.5 square feet (.22 acres).

Setbacks from Property Line:	In substantial conformance with the Site/Landscape Plan.
Maximum Percentage of Site Coverage:	In substantial conformance with the Site/Landscape Plan.
Minimum Number of Off-Street Parking:	220 spaces.

Minimum Number of Off-Street Loading Berths:	2 berths.
Maximum Building Height:	In substantial conformance with Building Elevations.

Reclassification Of Area Shown On Map Number 16-N.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-1 Restricted Service District symbols and indications as shown on Map No. 16-N in the area bounded by:

> West 63rd Street; a line 225 feet west of and parallel to South Natchez Avenue; the alley next south of West 63rd Street; and a line 300 feet west of and parallel to South Natchez Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

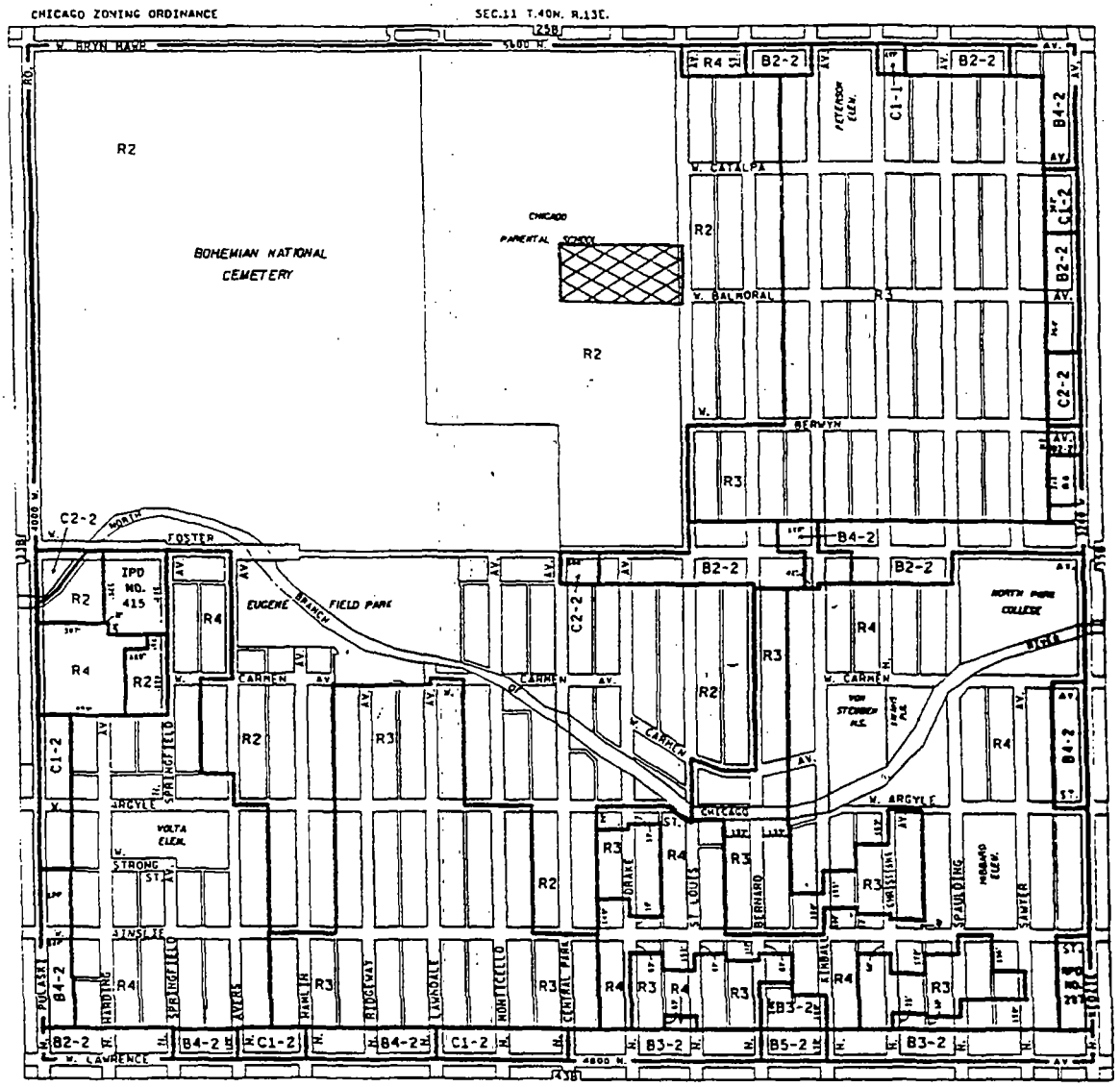
Reclassification Of Area Shown On Map Number 18-B.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B4-2 Restricted Service District, B4-3 Restricted Service District and R4 General Residence District symbols and indications as shown on Map No. 18-B in the area bounded by:

(Continued on page 63372)

Existing Zoning Map.



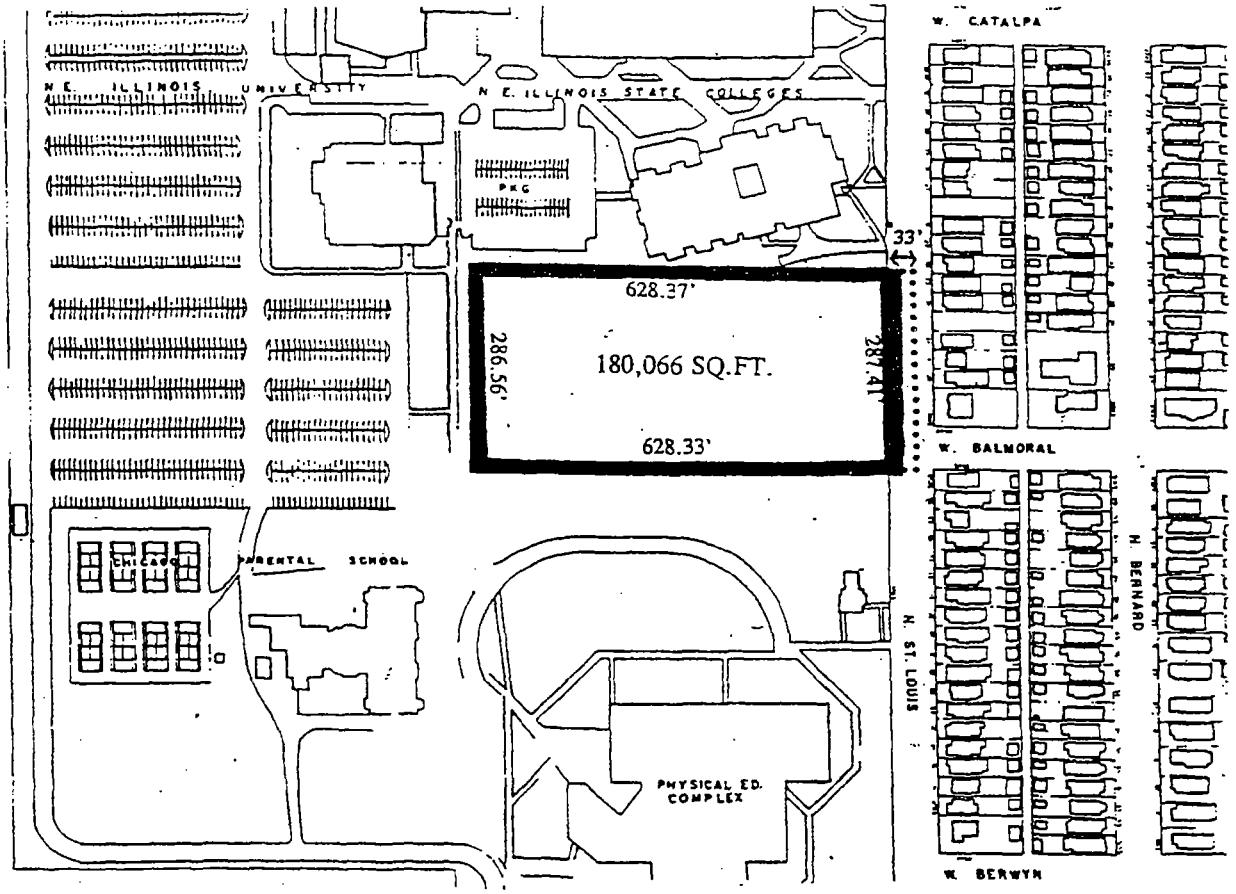
Legend

Subject Property

Zoning Boundaries

Applicant: Chicago Educational Television Association
Address: 5400 North St. Louis Avenue, Chicago, IL 60625
Date: September 13, 1994
Revised: October 20, 1994

Planned Development Boundary And Property Line Map.



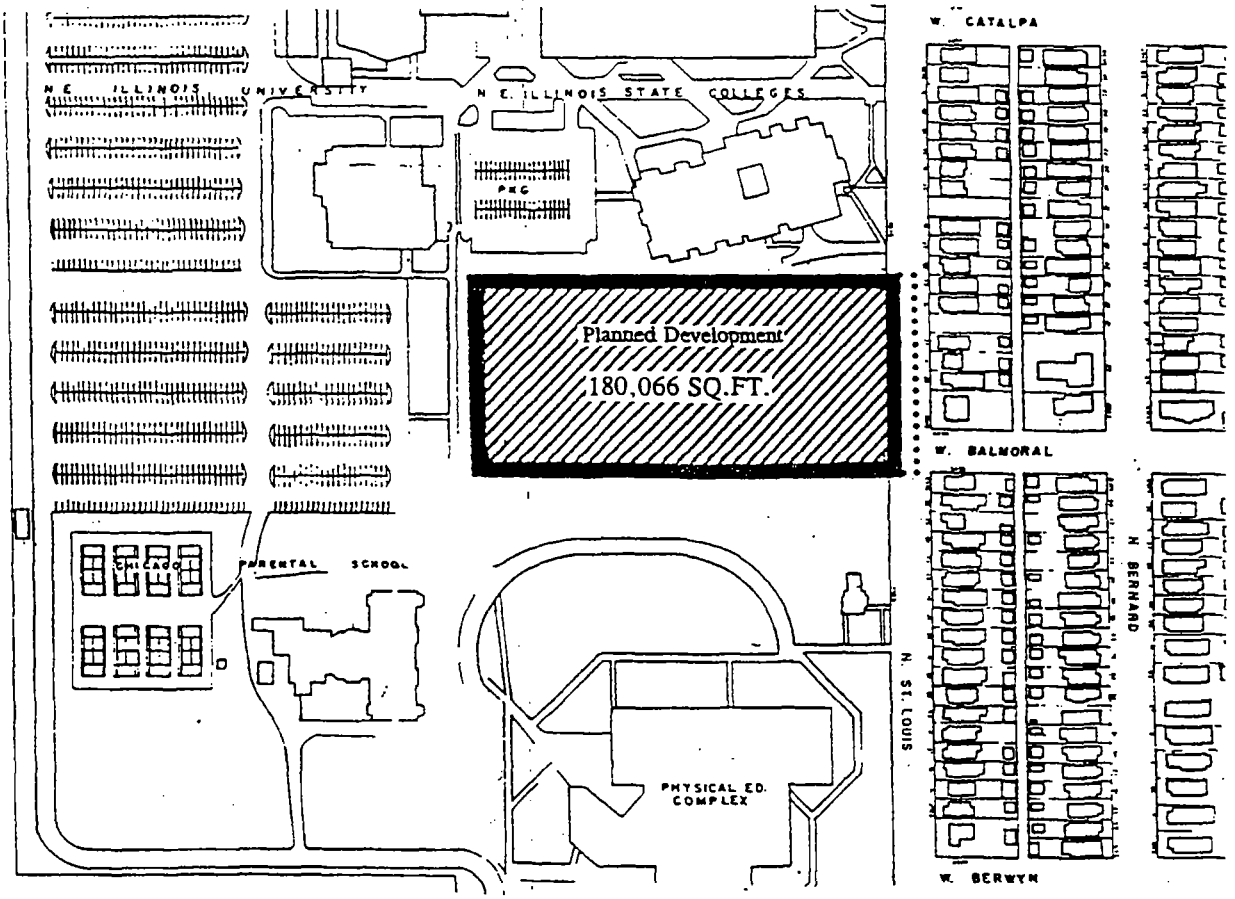
Legend

..... Planned Development Boundary

▬▬▬ Property Line

Applicant:	Chicago Educational Television Association
Address:	5400 North St. Louis Avenue, Chicago, IL 60625
Date:	September 13, 1994
Revised:	October 20, 1994

Generalized Land-Use Map.

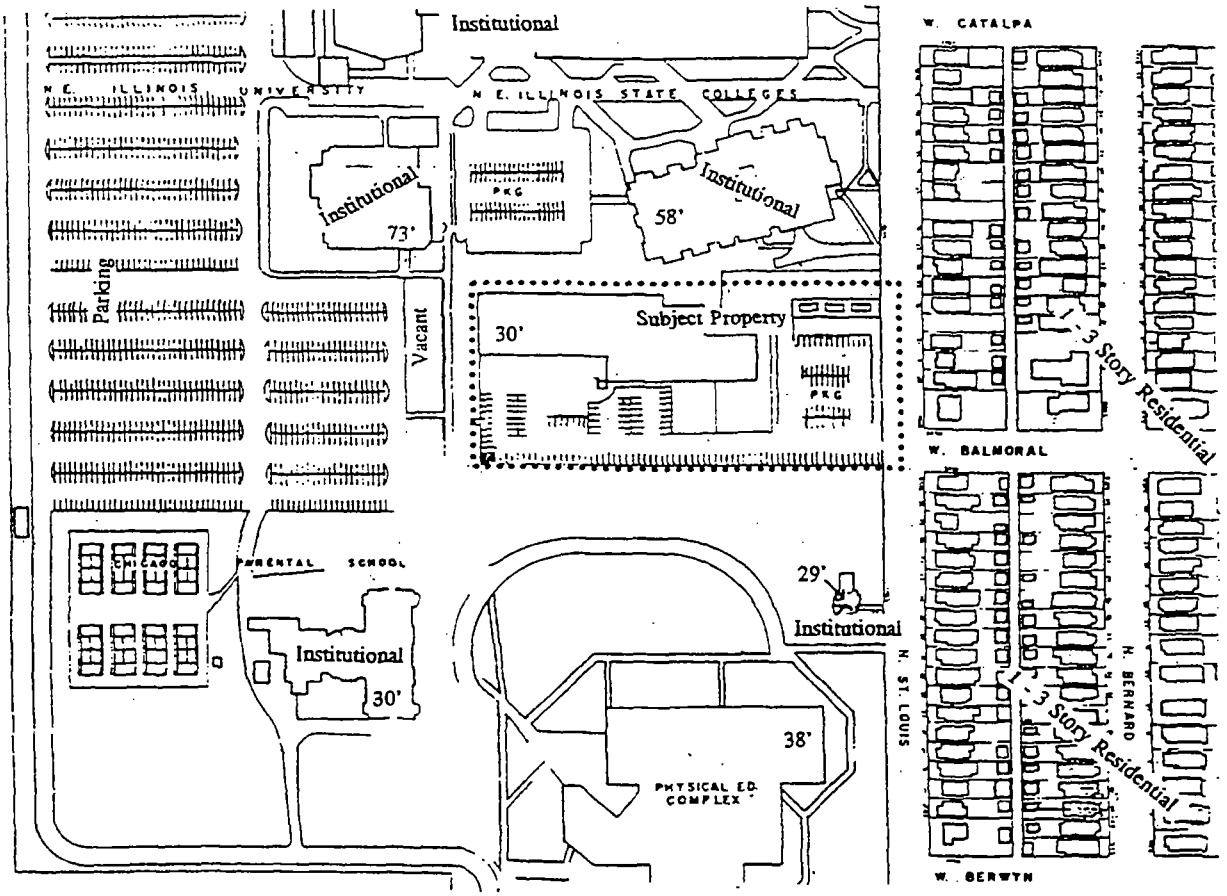


Legend

.....	Planned Development Boundary
▬▬▬	Property Line
▨	See Statement #5

Applicant:	**Chicago Educational Television Association**
Address:	**5400 North St. Louis Avenue, Chicago, IL 60625**
Date:	**September 13, 1994**
Revised:	**October 20, 1994**

Existing Land-Use Map.

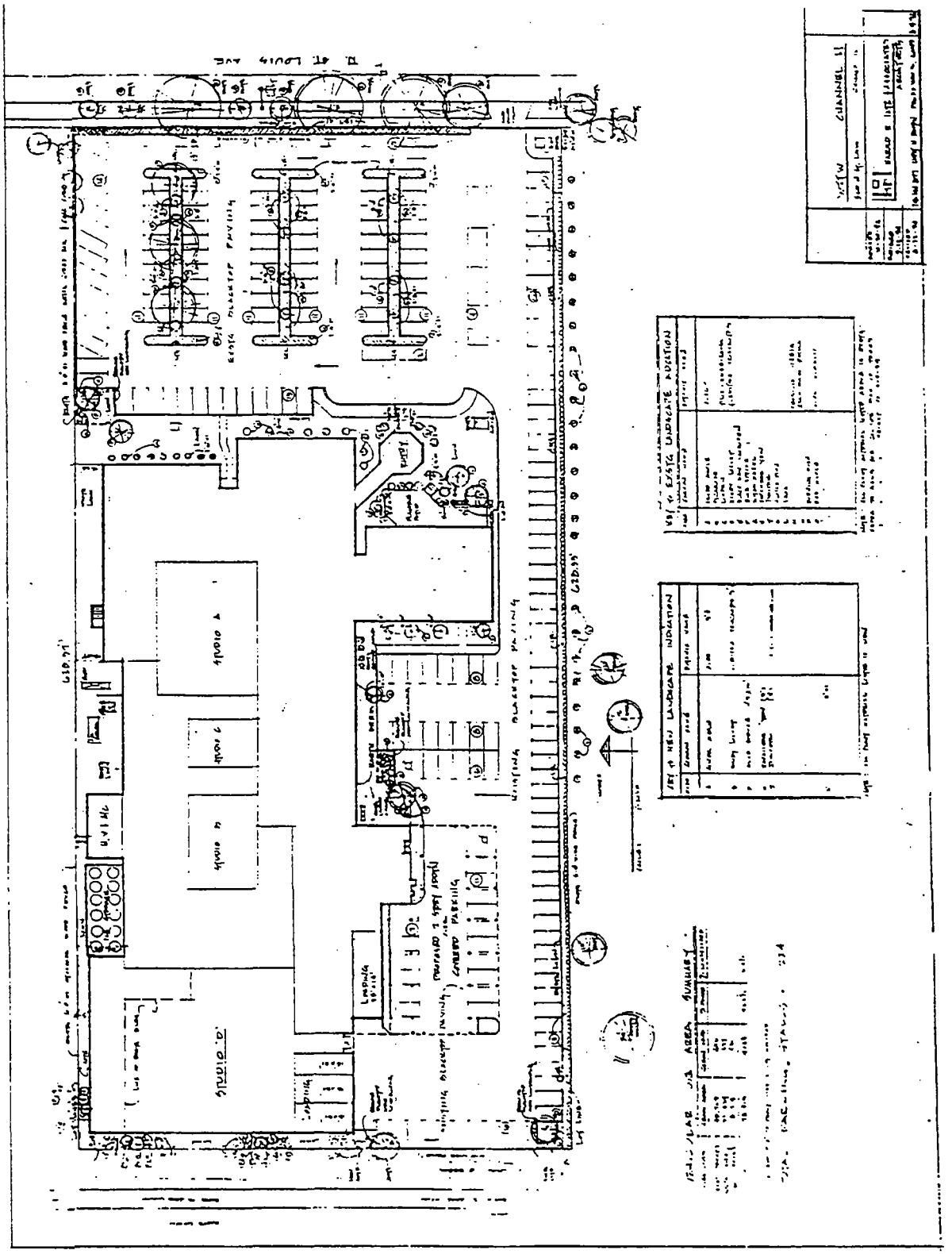


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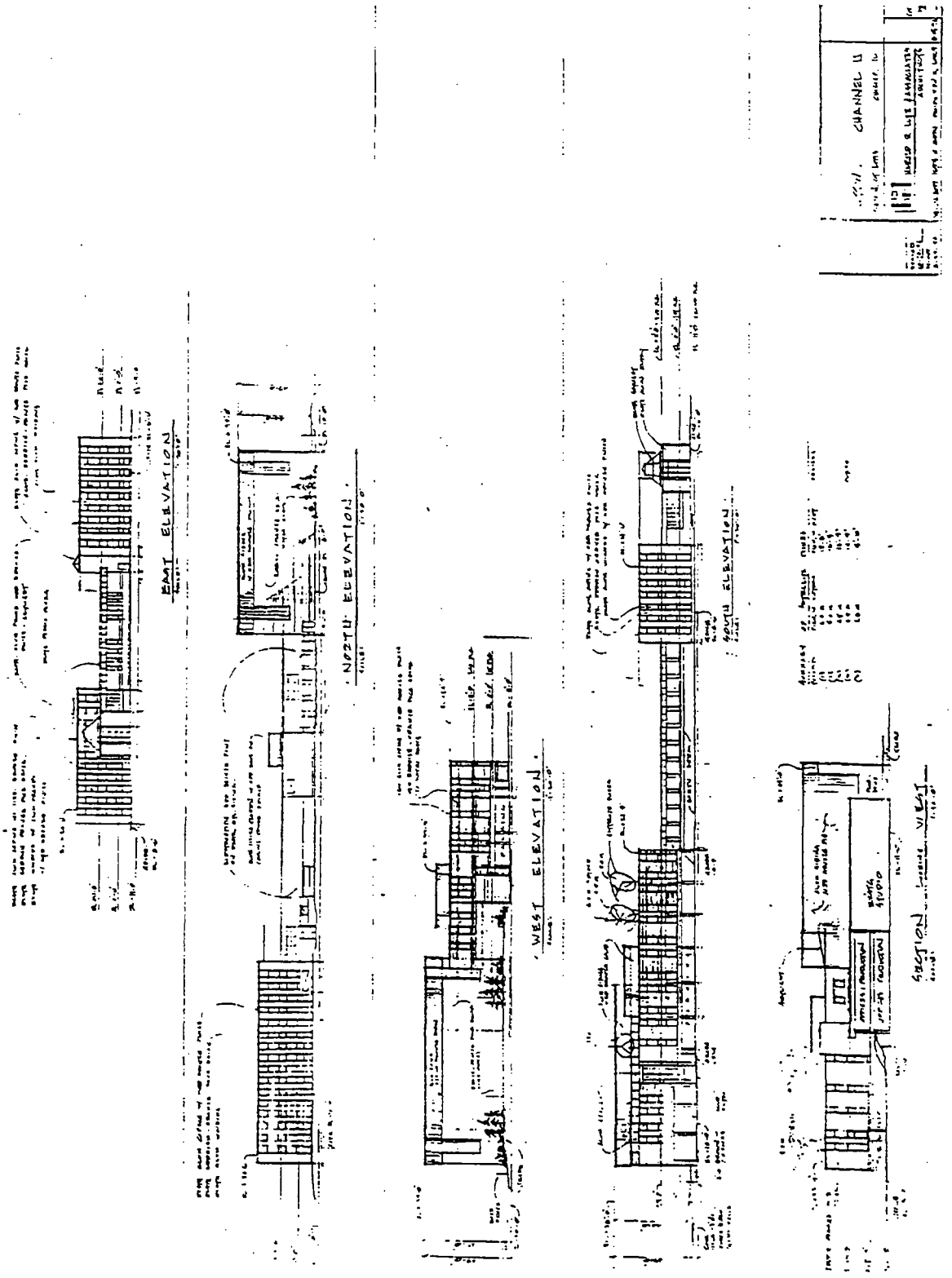
..... Subject Property

Applicant:	Chicago Educational Television Association
Address:	5400 North St. Louis Avenue, Chicago, IL 60625
Date:	September 13, 1994
Revised:	October 20, 1994

Site/Landscape Plan.



Building Elevations.



(Continued from page 63365)

East 75th Street; a line 275.95 feet east of South Exchange Avenue; a line 175.75 feet south of East 75th Street; a line 200 feet east of South Exchange Avenue; a line 312.60 feet south of East 75th Street as measured along South Exchange Avenue; and South Exchange Avenue,

to those of an Institutional Planned Development which is hereby established in the area described above subject to such use and bulk regulations as are set forth in the Plan of Development attached hereto and to no others.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

Institutional Planned Development

Plan Of Development

Statements.

1. The area delineated herein as an Institutional Planned Development (the "Planned Development") consists of approximately 73,317 square feet (1.68 acres) of property which is depicted on the attached Planned Development Boundary, Property Line and Right-of-Way Adjustment Map (the "Property") and is owned or controlled by the Applicant, South Shore Care Center, L.L.C..

2. All applicable official reviews, approvals or permits are required to be obtained by the Applicant. Any dedication or vacation of streets, alleys or easements or any adjustment of right-of-way shall require a separate submittal on behalf of the Applicant and approval by the City Council.

3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal title holders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal title holder and any ground lessors. Furthermore, pursuant to the requirements

of Section 11.11-1 of the Chicago Zoning Ordinance, the Property, at the time of applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single-designated control. Single-designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the Property and any ground lessors.

Nothing herein shall be construed to mean that any individual owner, or any ground lessors, of the Property or any portion thereof is relieved of obligations imposed hereunder or rights granted herein or is not subject to City action pursuant to this Planned Development. In addition, nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Property or any rights, interests or obligations therein. Upon any alienation, sale or any other transfer of all or any portion of the Property or the rights therein, except any assignment or transfer of rights pursuant to a mortgage or otherwise as collateral for any indebtedness, and solely with respect to the portion of the Property so transferred, the term Applicant shall be deemed amended to apply to the transferee thereof (and its beneficiaries if such transferee is a land trust) and the seller or transferor thereof (and its beneficiaries if such seller or transferor is a land trust) shall thereafter be released from any and all obligations or liability hereunder.

4. This Plan of Development consists of thirteen (13) statements; an Existing Zoning Map; a Planned Development Boundary, Property Line and Right-of-Way Adjustment Map; a Generalized Land-Use Plan; an Existing Land-Use Map; a Bulk Regulations and Data Table; a Site Plan prepared by Shayman Salk Arenson Sussholz & Company dated October 20, 1994 (the "Site Plan"); a Landscape Plan prepared by Shayman Salk Arenson Sussholz & Company and Teska Associates dated October 20, 1994 (the "Landscape Plan"); and Building Elevations prepared by Shayman Salk Arenson Sussholz & Company dated October 20, 1994 (the "Building Elevations"). Reduced copies of the Site Plan, the Landscape Plan and Building Elevations are attached hereto and full sized copies are on file with the Department of Planning and Development. These and no other zoning controls shall apply to the Property. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a Planned Development.

5. The following uses shall be permitted in the area delineated herein as Institutional Planned Development: Nursing home, accessory parking and accessory uses, including broadcast and telecommunications structures, equipment and installations, including parabolic transmitting and receiving antennae which may exceed eight feet in diameter.

6. Business identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development. Temporary signs such as construction and marketing signs also shall be permitted subject to the review and approval of the Department of Planning and Development.

7. Off-street parking and loading facilities shall be provided in compliance with this Planned Development subject to the review of the Department of Transportation and the approval of the Department of Planning and Development. A minimum of two percent of all parking spaces provided within the Planned Development shall be designated and designed for parking for the handicapped.

8. Any service drive or other ingress or egress shall be adequately designed and paved, in accordance with the regulations of the Department of Transportation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such paved areas. Ingress and egress shall be subject to the review and approval of the Bureau of Traffic Engineering and Operations and the Department of Planning and Development.

9. In addition to the maximum heights of the buildings and any appurtenances attached thereto prescribed in this Planned Development, the height of the improvements and any appurtenances attached thereto also shall be subject to:

   (a) Height limitations as certified and approved by the Federal Aviation Administration; and

   (b) Airport zoning regulations as established by the Department of Planning, Department of Aviation and Department of Law and approved by the City Council.

10. The improvements on the Property, including the on-site exterior landscaping and the landscaping along the adjacent rights-of-way and all entrances and exits to and from the parking and loading areas, shall be designed, constructed and maintained in substantial

conformance with the Site Plan, the Landscape Plan and Building Elevations. In addition, parkway trees shall be installed and maintained in accordance with the parkway tree planting provisions of the Chicago Zoning Ordinance.

11. The Applicant acknowledges that it is in the public interest to design, construct and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The Applicant shall use best and reasonable efforts to design, construct and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with the most current energy efficiency standards published by the American Society of Heating, Refrigeration and Air Conditioning Engineers ("A.S.H.R.A.E.") and the Illuminating Engineering Society ("I.E.S.").

12. The requirements of this Planned Development may be modified, administratively, by the Commissioner of the Department of Planning and Development upon the application for such a modification by the Applicant and a determination by the Commissioner of the Department of Planning and Development that such modification is minor, appropriate and consistent with the nature of the improvements contemplated by this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of these statements by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.

13. Unless substantial construction of the improvements contemplated by this Planned Development has commenced within ten (10) years following adoption of this Planned Development, and unless completion thereof is diligently pursued, then this Planned Development shall expire; provided, however, that if the City Council amends the Chicago Zoning Ordinance to provide for a shorter expiration period which is applicable to all planned developments, then this Planned Development shall expire upon the expiration of such shorter time period as provided by said amendatory ordinance (the first day of which as applied to this Planned Development shall be the effective date of the amendatory ordinance). If this Planned Development expires under the provisions of this section, then the zoning of the Property shall automatically revert to B4-2 and B4-3 Restricted Service Districts and R4 General Residence District.

[Existing Zoning Map; Planned Development Boundary, Property Line and Right-of-Way Adjustment Map; Generalized Land-Use Plan; Existing Land-Use Map; Site Plan; Landscape Plan; and Building Elevation Drawings referred to in these Plan of Development Statements printed on pages 63377 through 63384 of this Journal.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

Institutional Planned Development

Plan Of Development

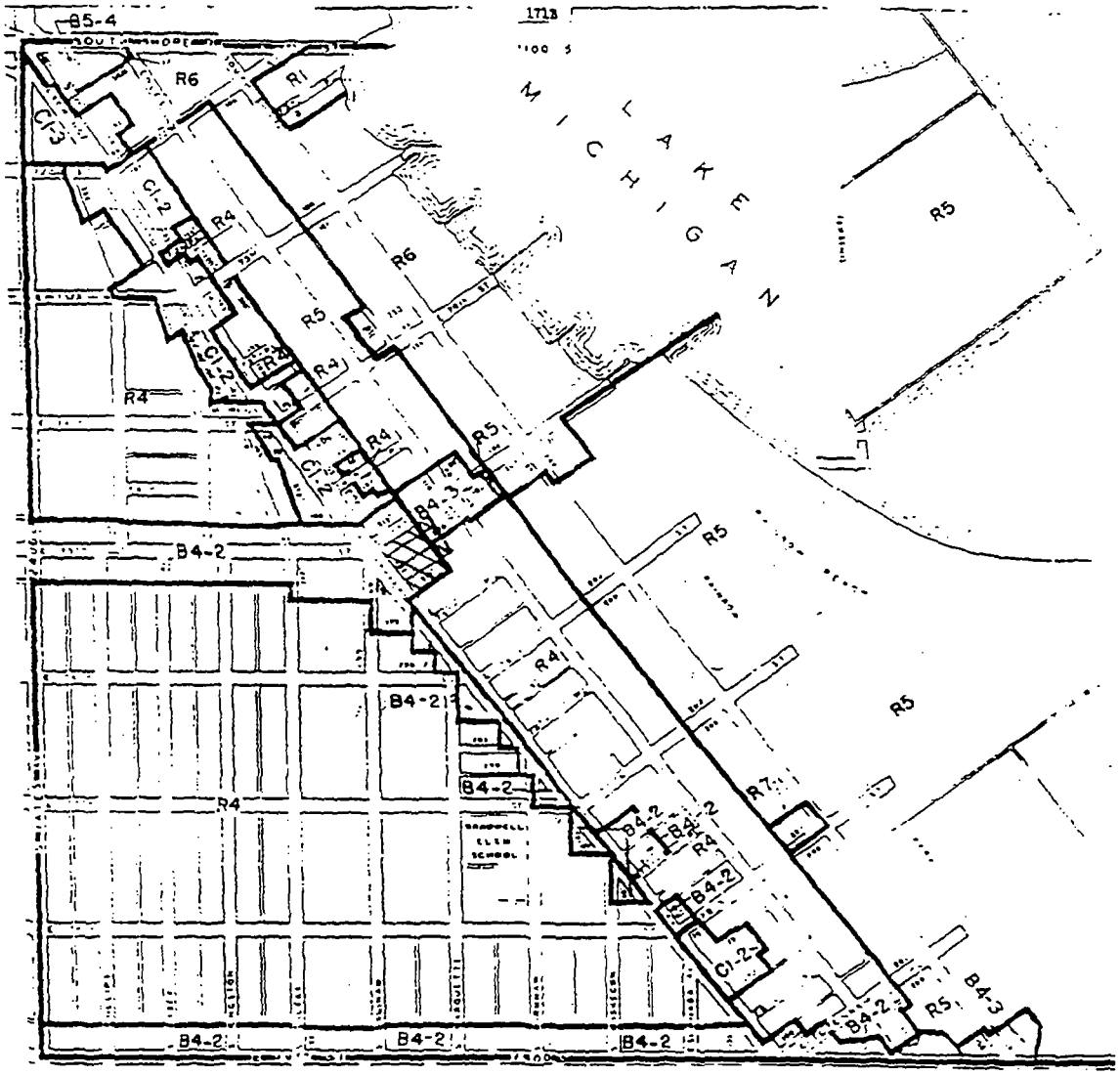
Bulk Regulations And Data Table.

General Description of Land Use:	See Statement No. 5.
Maximum Permitted Floor Area Ratio:	1.05.

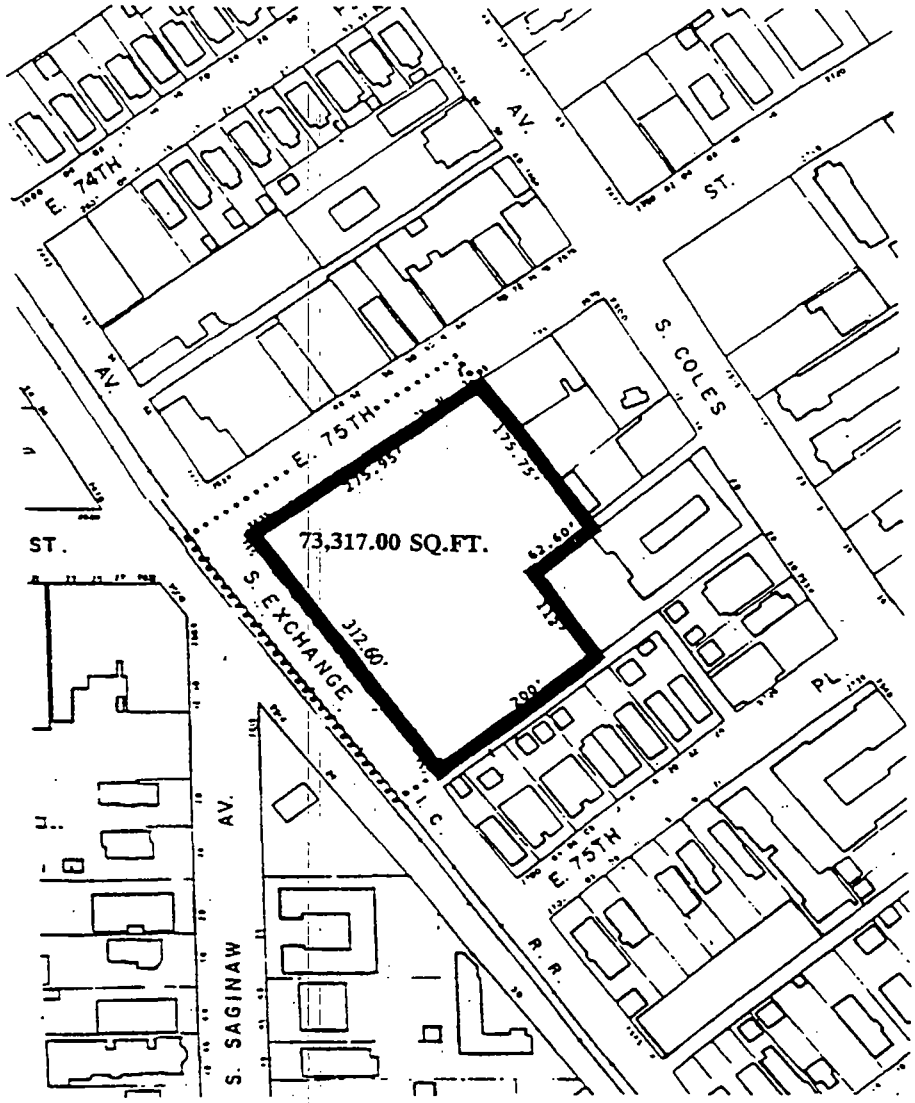
Gross Site Area, 98,053 square feet (2.25 acres) = Net Site Area, 73,317 square feet (1.68 acres) + Area Remaining in Public Right-of-Way, 24,736 square feet (.57 acres).

Setbacks from Property Line:	In substantial conformance with the Site Plan.
Maximum Percentage of Site Coverage:	In substantial conformance with the Site Plan.
Maximum Number of Beds:	240.
Minimum Number of Off-Street Parking:	61 spaces.
Minimum Number of Off-Street Loading Berths:	1 berth.
Maximum Building Height:	40 feet.

Existing Zoning Map.


B5-4
R6
R1
C1-3
C1-2
R4
R5
MICHIGAN
B4-2
B4-3
B4-2
B4-2
B4-2

Planned Development Boundary, Property Line
And Right-Of-Way Adjustment Map.



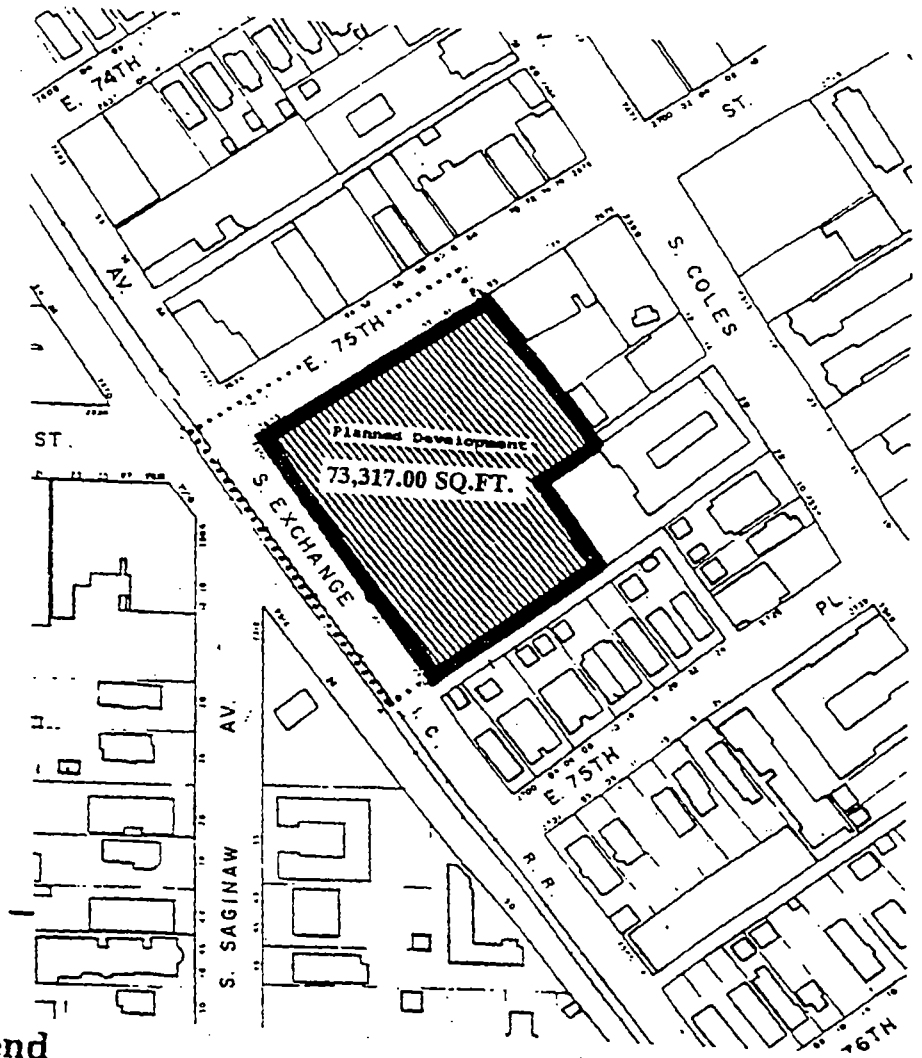
Legend

..... Planned Development Boundary

▬▬▬ Property Line

Applicant:	South Shore Care Center, L.L.C.
Address:	One East Wacker Drive, Room 3430, Chicago, IL 60601
Date:	September 13, 1994
Revised:	October 20, 1994

Generalized Land-Use Plan.



Legend

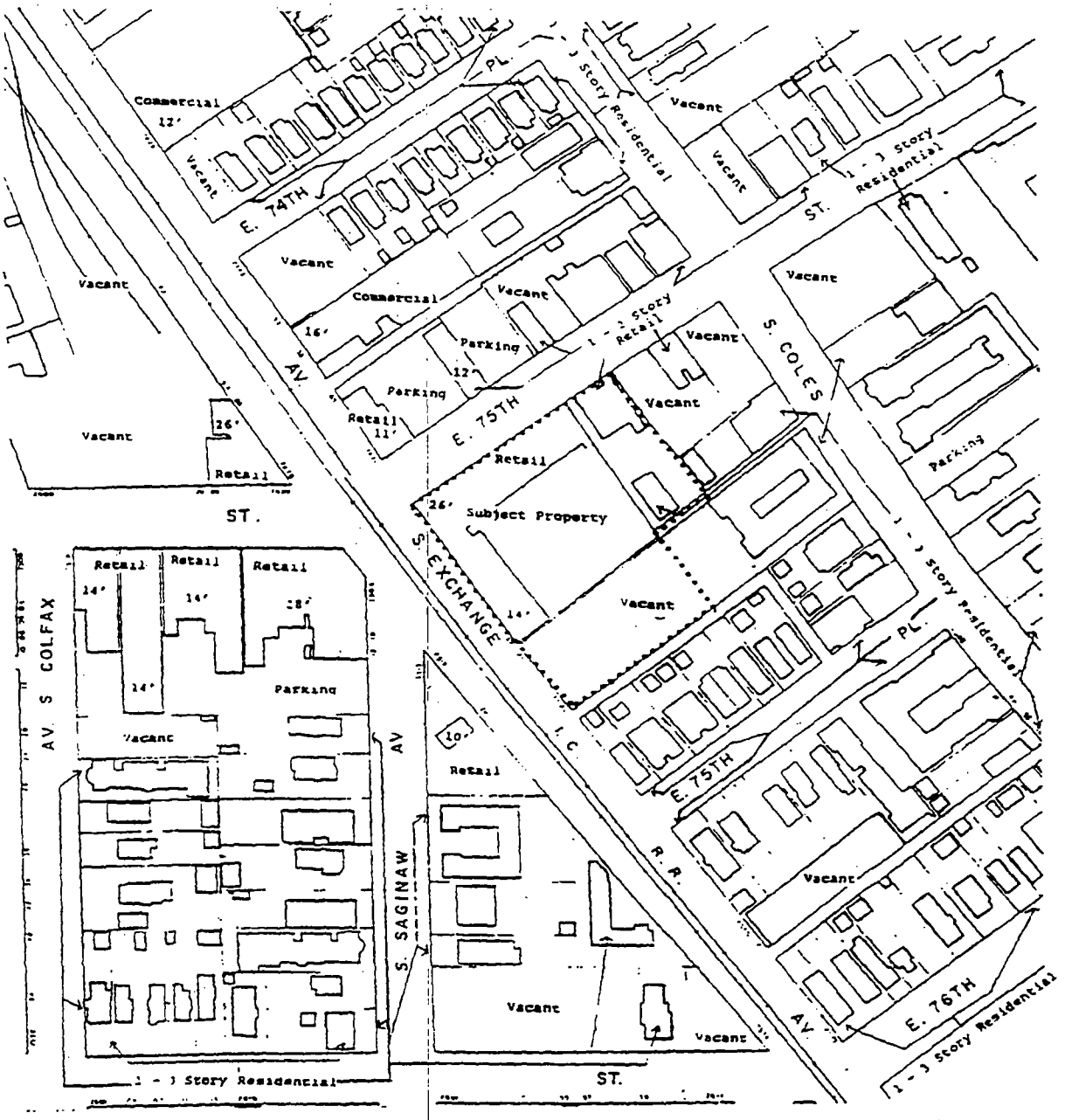
Planned Development Boundary

Property Line

See Statement #5

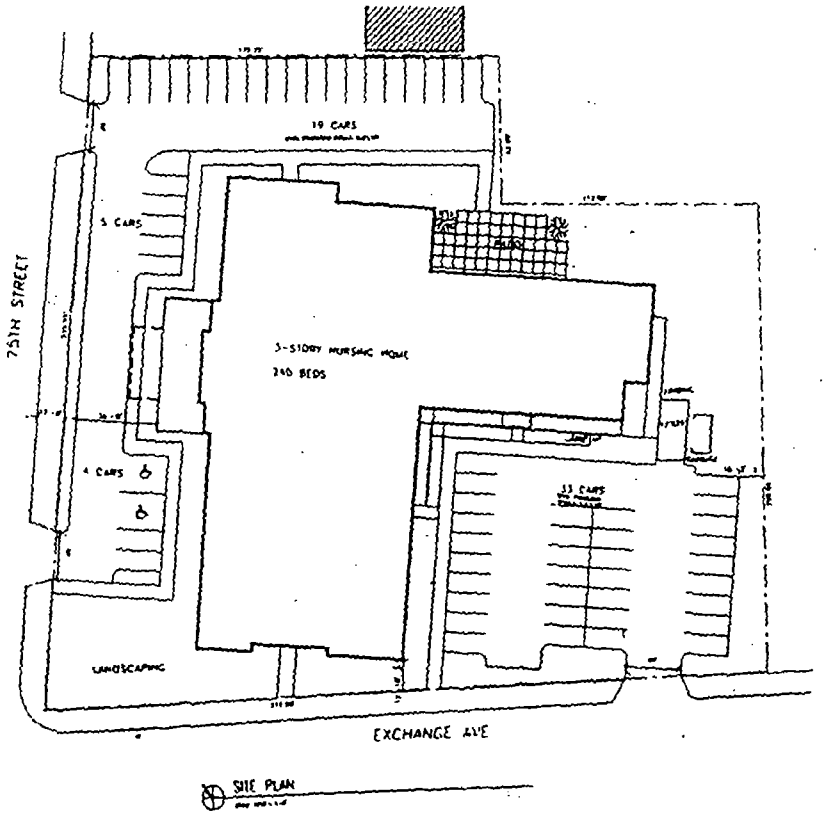
Applicant: South Shore Care Center, L.L.C.
Address: One East Wacker Drive, Room 3430, Chicago, IL 60601
Date: September 13, 1994
Revised: October 20, 1994

Existing Land-Use Map.



Applicant: South Shore Care Center, L.L.C.
Address: One East Wacker Drive, Room 3430, Chicago, IL 60601
Date: September 13, 1994
Revised: October 20, 1994

Site Plan.



SITE PLAN

PROJECT DATA

BUILDING AREA

BASEMENT:	24,433 SF
1STFL:	24,228 SF
2NDFL:	23,173 SF
3RDFL:	23,173 SF
TOTAL:	95,007 SF

NO. OF BEDS

1STFL:	78 BEDS
2NDFL:	81 BEDS
3RDFL:	81 BEDS
TOTAL:	240 BEDS

NO. OF CARS

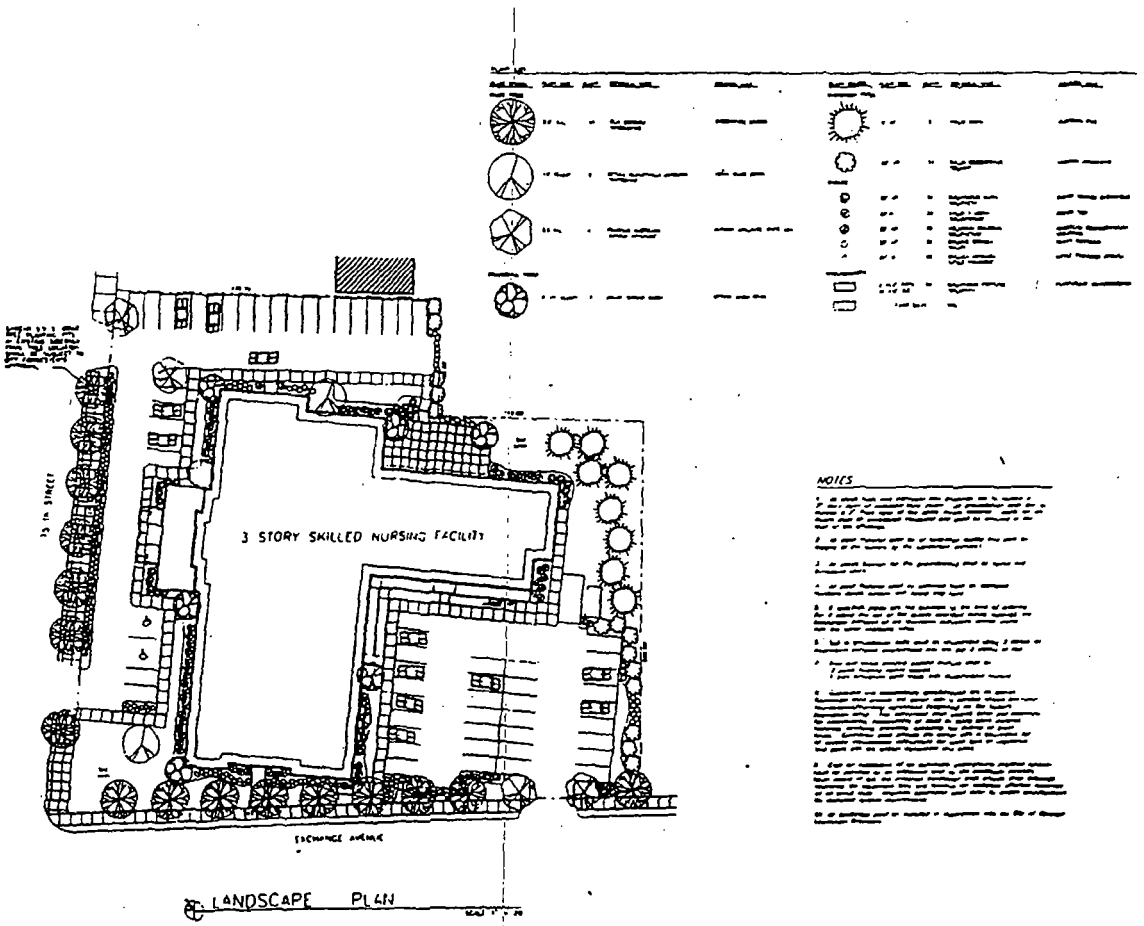
TOTAL:	61 CARS

SHAYMAN SALK ARENSON SUSSHOLZ & COMPANY

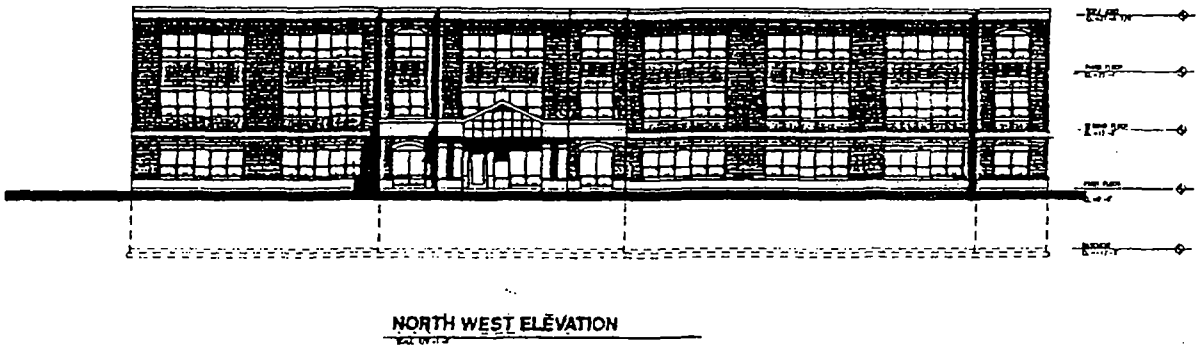
SOUTH SHORE NURSING HOME

A-1

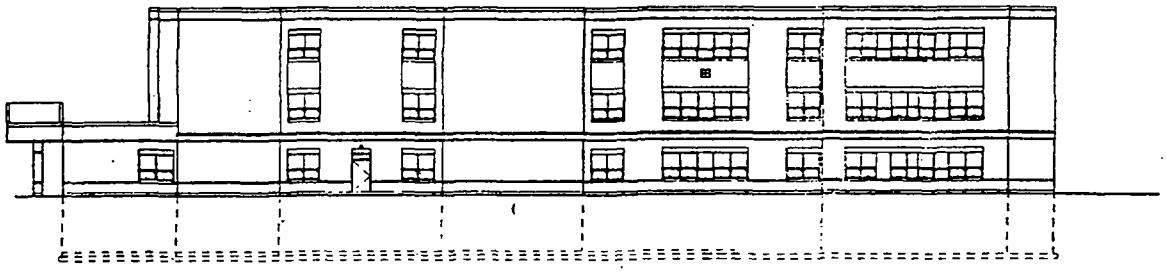
Landscape Plan.



Building Elevations.
(Page 1 of 2)



NORTH WEST ELEVATION



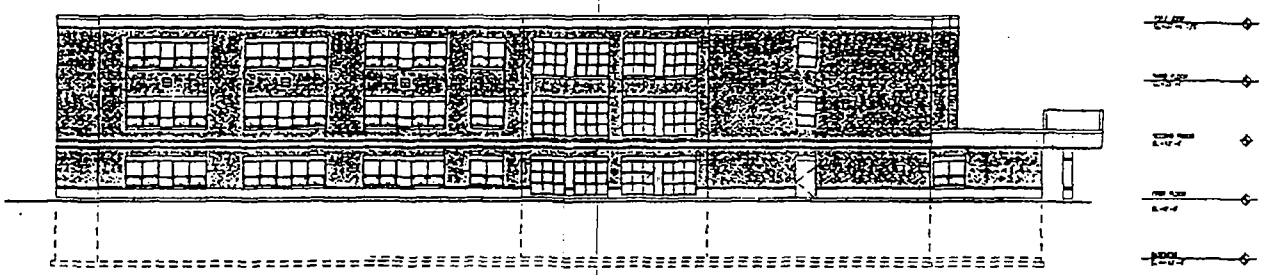
SOUTH WEST ELEVATION

SHAYMAN SALK ARENSON SUSSHOLZ & COMPANY

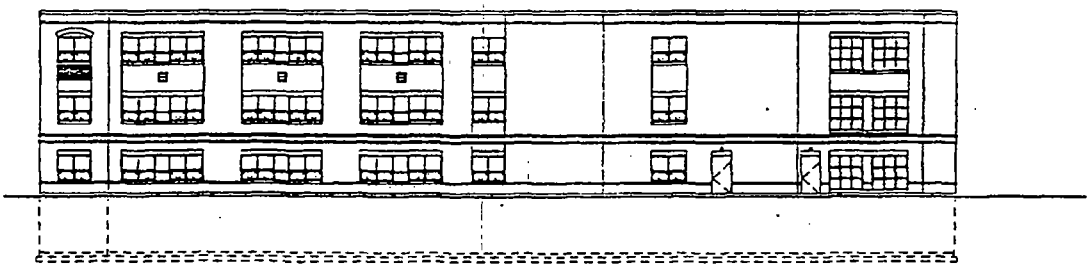
SOUTH SHORE NURSING HOME

A-6

Building Elevations.
(Page 2 of 2)



NORTH-EAST ELEVATION



SOUTH-EAST ELEVATION

SHAYMAN SALK ARENSON SUSSHOLZ & COMPANY

SOUTH SHORE NURSING HOME

BUILDING ELEVATIONS

Reclassification Of Area Shown On Map Number 19-H.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the B3-2 General Retail District symbols and indications as shown on Map No. 19-H in the area bounded by:

> West Howard Street; the public alley next east of and parallel to North Ridge Avenue; a line 99.92 feet south of and parallel to West Howard Street; and North Ridge Avenue,

to those of a B4-2 Restricted Service District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 22-D.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the M1-2 Restricted Manufacturing District symbols and indications as shown on Map No. 22-D in the area bounded by:

> a line 1,473.98 feet south of and parallel to East 87th Street; South Greenwood Avenue; East 90th Street; a line 595.72 feet west of and parallel to South Greenwood Avenue; a line 85 feet north of and parallel to East 90th Street; a line 746.39 feet west of South Greenwood Avenue (as measured at a point 85 feet north of the north line of East 90th Street) or the southeast line of the Illinois Central Railroad right-of-way; and the Illinois Central Railroad right-of-way,

to those of an R3 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map Number 28-J.

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the R2 Single-Family Residence District symbols and indications as shown on Map No. 28-J in the area bounded by:

a line 219 feet south of and parallel to West 114th Street; a line 300 feet east of and parallel to South Homan Avenue; a line 294 feet south of and parallel to West 114th Street; and South Homan Avenue,

to those of an R4 General Residence District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

MISCELLANEOUS BUSINESS.

CONGRATULATIONS EXTENDED TO MS. LISA RUBLE MURPHY AND MS. VICTORIA A. STEWART ON THEIR ELECTION AS JUSTICES OF COOK COUNTY CIRCUIT COURT.

Alderman Burke rose to note that the current proceedings would be the last attended by Ms. Lisa Ruble Murphy and Ms. Victoria A. Stewart in their capacity as attorneys for the City Council Committee on Finance. Observing that the voters had expressed their confidence in the abilities of Ms. Ruble Murphy and Ms. Stewart by electing them to the Circuit Court bench, Alderman Burke recalled with pride the role the City Council had played in the development of their legal careers. Speaking on behalf of the full City Council, Alderman Burke then expressed his appreciation for the dedicated service provided by Ms. Lisa Ruble Murphy and Ms. Victoria A. Stewart and extended best wishes to them for continued good health and success.

GRATITUDE EXTENDED TO MR. VICTOR REYES AND MR. JOHN SATALIC FOR YEARS OF DEDICATED SERVICE TO CITY OF CHICAGO.

At this point in the proceedings, Alderman Burke rose to note the imminent departure of Mr. Victor Reyes and Mr. John Satalic from their respective positions as Assistant to the Mayor, Mayor's Office of Intergovernmental Affairs and as Chief Assistant Corporation Counsel, Legal Counsel Division. Recalling the close professional relationship Messrs. Reyes and Satalic had maintained with members of the City Council, Alderman Burke then thanked Mr. Victor Reyes and Mr. John Satalic for their dedicated service and expressed the Council's wishes for their continued good health and success in their future endeavors.

PRESENCE OF VISITORS NOTED.

The Honorable Richard M. Daley, Mayor, called the Council's attention to the presence of the following visitors:

Twenty-two members of the Shabbona Park Junior Midget Cheerleading Squad, champions in conference competition and at the Mid-America regional level, accompanied by their head coach, Ms. Colleen O'Connor, team mom, Ms. Kathy Plucinski, cheerleader coordinator, Ms. Robin Butz and mascot, Ms. Elizabeth Senorski; and

Sixteen members of the Mother McAuley High School 1994 State Champion Volleyball Team, accompanied by their head coach, Ms. Nancy Pederson and manager, Ms. Moira Hardek.

Time Fixed For Next Succeeding Regular Meeting.

By unanimous consent, Alderman Burke presented a proposed ordinance which reads as follows:

Be It Ordained by the City Council of the City of Chicago:

SECTION 1. That the next succeeding regular meeting of the City Council of the City of Chicago to be held after the meeting held on Wednesday, the thirtieth (30th) day of November, 1994 at 10:00 A.M., be and the same is hereby fixed to be held on Wednesday, the twenty-first (21st) day of December, 1994 at 10:00 A.M., in the Council Chambers in City Hall.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Burke, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Mazola, Haithcock, Tillman, Preckwinkle, Bloom, Steele, Beavers, Dixon, Shaw, Buchanan, Huels, Fary, Olivo, Burke, Jones, Coleman, Streeter, Murphy, Rugai, Troutman, Evans, Munoz, Laski, Miller, Medrano, Ocasio, Watson, E. Smith, Burrell, Bialczak, Suarez, Gabinski, Mell, Austin, Wojcik, Banks, Giles, Allen, Laurino, Doherty, Natarus, Bernardini, Levar, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Natarus moved to reconsider the foregoing vote. The motion was lost.

Adjournment.

Thereupon, Alderman Burke moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, December 21, 1994 at 10:00 A.M., in the Council Chambers in City Hall.

Ernest R. Wish

ERNEST R. WISH,
City Clerk.